

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH MV TRANSPORTATION, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ___ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and MV Transportation, Inc., a California Corporation ("Consultant").

RECITALS

A. City desires to operate the ADA paratransit eligibility process, the paratransit service and deviated fixed route service from July 1, 2024 to June 30, 2027, with the option to extend services for four additional on-year periods.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services")
]. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City

which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of seven million, six hundred and five-thousand, eight hundred dollars and no cents (\$7,605,800.). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 320805.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the

limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing

first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Yuri Koslen, Project Manager
Department of Transportation and
Public Works
45 Stony Point Road
Santa Rosa, CA 95404
(707) 543-3335
ykoslen@srcity.org

Consultant Representative:

Dennis Shipman
Senior Vice President
Northern California Office
479 Mason Street, Suite 221
Vacaville, CA 95688
(303) 956-4413
dennis.shipman@mvtransit.co.

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2027.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing California Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

21. SPECIAL PROVISIONS

a. Reopeners for reduction in City compensation. The Parties agree to meet and negotiate

a reduction in City costs under this Agreement where:

(1) Consultant makes a change to its lease, contracts or otherwise subleases its facility, resulting in a reduction in Consultant’s rental costs. Any reduction in rental costs for Consultant will automatically result in an equal reduction in the City’s reimbursement for Consultant’s rental costs under this Agreement; and

(2) Consultant enters into other agreements to provide service from Consultant’s Santa Rosa site, Consultant agrees to provide the City with a pro rata reduction in costs of providing service under this Agreement, including, without limitation in the fixed costs charged to the City under this Agreement.

b. City Initiated Service Reductions. The City may reduce services with Consultant under this Agreement without otherwise terminating the remainder Agreement. With ninety (90) days advance written notice of service reduction (“Notice of Service Reduction”) in accordance with the notice provisions of this Agreement, the City may:

(1) terminate or reduce ADA paratransit eligibility service provided by Consultant; or

(2) terminate or reduce certain other paratransit routes/services or deviated/flexible fixed-route bus service, including that provided for the Oakmont community.

Consultant agrees that the City will no longer be subject to any charges for services identified in the City’s Notice of Service Reduction as of the effective date of that Notice of Service Reduction.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: MV Transporation, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Print Name: Kevin Klika

Office of the City Attorney

Title: COO

By: _____

Print Name: James Pierson

Title: CFO

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A - Scope of Services

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I. GENERAL PROJECT DESCRIPTION

It is the intent of the City of Santa Rosa (“City”) to award one contract for the operation of the City’s ADA paratransit eligibility process, the paratransit service and deviated fixed route service(s). The duration of the contract will be from July 1, 2024, through June 30, 2027, with an option to extend the contract for four additional one-year periods.

II. BACKGROUND AND OVERVIEW OF SERVICES

Complementary Paratransit service is provided to disabled individuals traveling within $\frac{3}{4}$ of a mile of Santa Rosa CityBus’ fixed routes. Santa Rosa CityBus (CityBus) is a fixed route transit system owned and operated by the City of Santa Rosa, the deviated-fixed route services operated by CONTRACT are a component of this system. The City and our CONTRACTORS shall adhere to the United States DOT issued final regulations under the Americans with Disabilities Act (ADA). This regulation Part 37– Transportation Service for Individuals with Disabilities¹, describes the criteria by which persons with disabilities are eligible for paratransit service. This contract is to seek a CONTRACTOR to operate the paratransit eligibility process, the complimentary paratransit service and deviated-fixed route service(s).

The goal of CityBus is to set the highest standard for service delivery with a culture that requires all employees, especially our front-line employees, to know and use effective techniques for handling all customers with dignity and courtesy. The City expects that Santa Rosa’s Paratransit eligibility, paratransit operations and deviate-fixed route service will operate under the same standards and provide excellent quality of service to individuals with disabilities.

Under this service agreement the CONTRACTOR will work in a close partnership with the City to deliver an efficient high-quality, safe, and user-friendly service to the community.

From FY 17- FY21 the City of Santa Rosa has been impacted by either fire related emergencies or COVID, which have interrupted service, impacted ridership and have required contracted services to modify the existing service and provide additional service as requested and directed by appropriate City emergency response officials to respond effectively to the emergency.

All proposers must include both the ADA Complementary Paratransit, deviated fixed route Service and eligibility services in their Proposal, and if successful be prepared to operate all functions under this Contract.

¹ Additional information concerning the definition of ADA paratransit eligibility and ADA paratransit service is available online at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/part-37-transportation-services-individuals-disabilities>. Further guidance is provided by the FTA ADA CUCULAR C47101.1 which can be found at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/americans-disabilities-act-guidance-pdf>.

Paratransit Eligibility:

Paratransit Service is reserved for persons living with a disability who are unable to independently, without the help of another person, use lift-equipped fixed-route public transit, some or all-of the time, due to a health-related condition. As part of the federal requirements of the Americans with Disabilities Act (ADA), eligibility is strictly limited to those who have specific limitations that prevent them from accessible fixed-route public transportation.

Eligibility is determined on a case-by-case basis. Applicant currently completing and returning applications². Application may be approved for full eligibility (unconditional) or on a limited basis for some trips only (conditional eligibility.) If more information is necessary to make an eligibility determination, CityBus via the CONTRACTOR can require the applicant have a phone interview, contact their health professional and/or request that a licensed professional complete the Medical Verification form or undergo an in-person functional evaluation. If client is determined eligible, the CONTRACTOR will notify the client and inform the client of transportation options available to them from the City of Santa Rosa.

Once a client is eligible, the CONTRACTOR enters/updates the client’s information in the Regional Eligibility Database (RED) and notifies the client of the eligibility determination. If eligible the CONTRACTOR provides via mail a unique ID card to the client along with information about how to use paratransit services. All ADA eligible riders will need to renew their eligibility at least every five years. The CONTRACTOR will contact clients to renew eligibility or notify the client that eligibility will be expiring.

Over the last 5 years the current paratransit application evaluator has spent between 20-30 hours a month evaluating applications for paratransit eligibility. As can be seen in the cart below, renewal applications account for about 10-15 per month, new applications are at about 20 per month and recertification application add an additional 5-10 applications per month. The application process has resulted in less than 2 application denials per year.

Year	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24 estimate
Auto Renewals	140	145	182	172	150	112
New applicants	280	168	143	222	225	218
Recertification	115	122	35	54	54	50
Totals	535	435	360	448	429	380

The CONTRACTOR is required to be available for inquiries regarding the City of Santa Rosa paratransit eligibility by phone and email during normal business hours Monday – Friday 8:00 A.M. - 5:00 P.M. not including holidays observed by City transit services³.

The major steps in the process for determining and maintaining an applicant’s eligibility are as

² See paratransit application and paratransit guidelines: <https://www.srcity.org/1696/Paratransit>

³ <https://www.srcity.org/2811/Holidays-Observed>

follows and the CONTRACTOR will be responsible for the following steps. The CONTRACTOR shall adhere strictly to the paratransit eligibility described below in order to ensure that only applicants who are truly eligible receive paratransit services.

1. Respond to all inquiries about ADA eligibility criteria and send information packets to all members of the public who request information about Paratransit services. This includes background material on the ADA provided by the City per their paratransit rider policies and guidelines.
2. Conduct a review of all documents submitted in the application and then document all findings and recommendations within CONTRACTOR maintained secure confidential web hosted database. If necessary to make an eligibility determination, the evaluator shall call the client to ask questions and/or conduct an in-person functional assessment of the applicant's ability to use fixed-route services and as well as determine the eligibility for the applicant to travel with a personal care attendant. In some extreme determination cases, a third-party care giver may participate with the applicant in the assessment interview and may be required to provide background information to be used in the assessment process.
3. Make recommendation on ADA eligibility and forward to City within twelve business days (12) of the application review taking place. City staff will notify the CONTRACTOR of any changes. The CONTRACTOR must be available to consult by phone with the City if clarifications are required between 8:00 A.M. – 5:00 P.M., Monday – Friday.
4. Once eligibility is determined, the client registration information is entered into the Metropolitan Transportation Commission's (MTC) Regional Eligibility Database (RED) by the CONTRACTOR.
5. Notify the applicant of eligibility determination within twenty-one (21) days of receipt of a complete application. Applicants will be notified by e-mail or mail (applicants' preference) after the determination is made. The CONTRACTOR will answer all questions from applicants regarding eligibility determinations.
6. Forward ADA identification card along with Paratransit User Guide and public transit background information to all successfully certified applicants. The paratransit service provider shall be notified that the applicant is eligible, and the client's information has been entered in RED.
7. Send denial letter by e-mail or mail (applicants' preference) and provided instructions for appealing the determination. The reasons for denial shall be stated and all information documented during the evaluation process shall be provided. Provided fixed route transit information to applicants who did not meet the minimum requirements for ADA paratransit services. Historically, the application process has resulted in less than 2 denials per year.

8. Make arrangements to schedule appeals as necessary. The City will primarily administer any appeals as well as make the final determination on an appeal.

9. As part of maintaining and updating the City current paratransit ridership, the CONTRACTOR shall each month generate a list of clients whose registration is expiring at least two months (60 days) in advance of the client’s expiration month, provide this list to the City and ensure that both the CONTRACTORs database and RED database are both consistent and updated. The CONTRACTOR will notify all registrants approximately thirty (30) days prior to their month of expiration of re-certification requirements. The CONTRACTOR will mail, email, or call the client (calls should be made to clients whose eligibility is related to visual limitations) to either renew eligibility or complete a new application.

Paratransit Services:

Complementary Paratransit service is provided to disabled individuals within the City of Santa Rosa and is a shared ride public transportation service that is not dependent on trip purpose. Paratransit Service serves origins and destinations within $\frac{3}{4}$ ⁴ of a mile from regular fixed routes.

The CONTRACTOR’s reservation takers/schedulers will address passenger trip requests, make any phone calls necessary to complete next day's schedule, and remain available during trip hours to take client calls and address client needs, generally between the hours of Monday – Saturday 6:00 a.m. to 8:30 p.m., Sunday 9:00 a.m.- 5:50 p.m. The CONTRACTOR manages and accepts cash and checks from clients upon boarding or clients can purchase virtual tickets, a tracking system managed by the CONTRACTOR. The City owns and leases eleven cutaway vehicles to perform the paratransit services (See list of vehicles in **ATTACHMENT G**) to the CONTRACTOR. The CONTRACTOR performs all vehicle maintenance and repairs including maintaining a written preventive maintenance plan.

The City has 1,400 individuals currently registered for Paratransit services in Santa Rosa, about half actively use the service. These 1,400 individuals make up the paratransit ridership. Demand for paratransit trips has consistently decreased from a high of 48,600 annual trips in 2015, down to about 35,000 trips for two years prior to the pandemic, with FY 2023 ridership at about 26,000 trips.

Paratransit

Annual	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23-24 Projected
Vehicle revenue hours	16,167	16,523	16,476	10,508	14,044	14,351	15,599
Vehicle revenue miles	203,488	202,393	192,415	115,088	153,471	157,273	173,093
One-way passenger trips	36,566	34,855	29,773	17,503	24,756	26,015	28,553
Passengers/revenue hour	2.45	2.32	1.89	1.66	1.77	1.81	1.83

⁴ The paratransit service area is generally within Santa Rosa city limits, a detailed map can be found at <https://srcity.org/Area-Map-and-Hours-of-Service>.

Prior to the pandemic Santa Rosa Paratransit booked an average of 175 trip requests per weekday and of these completed 140 one-way weekday trips of those trips 17% are lift assisted trips. In FY 2023 Santa Rosa Paratransit booked an average of 116 trip requests per weekday, 42 Saturday and 27 Sunday trips and completed 91 one-way weekday, 31 Saturday and 31 Sunday trips of those trips 16% are lift assisted trips. Of the trips booked/requested about 75% are completed trips and the remaining 25% are canceled in advance (about 20%) or considered a no-show by the client (5%).

The chart above shows the operating trends over the last six fiscal years. It should be noted that trends are complicated due to the COVID-19 pandemic. CityBus projects that during the contract period (July 2024-June 2027) the CONTRACT will operate approximately 16,500 revenue hours per year in this contract (based on expectation of demand and the revenue hours operated in FY 19, FY 20 and projections for FY 24).

CityBus attributes the overall decline in trips to the deployment of demand management strategies to alleviate peak hour demand and move Paratransit riders to accessible fixed route services. Although ridership may slightly increase in FY 2025 compared to FY 2024, the City expects ridership to flatten out at pre-pandemic levels with about 35,000 trips and 16,500 revenue hours in the coming years. The CONTRACT will be expected to maintain the existing fleet size and return to an operational efficiency of about 2.4 passengers/revenue hour.

Deviated-Fixed Route Services:

In addition to the complementary Paratransit, the proposed contract includes the operation of not only the existing deviated-fixed route service in Oakmont Village⁵ but any new deviated-fixed route services the City may add during the contract period. The CONTRACTOR will also maintain the single vehicle associated with the Oakmont service and take calls to schedule up to a ¾ mile deviations of this route alignment.

Oakmont							
Annual	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23-24 Projected
Vehicle revenue hours	1,865	1,925	1,933	1,936	1,956	1,929	1,908
Vehicle revenue miles	19,738	20,788	20,997	21,221	20,969	20,558	20,460
On-way passenger trips	6,490	6,184	3,826	3,787	4,294	4,130	3,682
Deviated Trips	541	515	319	316	358	344	439
Passengers/revenue hour	3.6	3.4	2.3	2.2	2.4	2.5	2.2

The current service has a very stable multi-year average of 1,900 hours of service. The CONTRACTOR will operate and invoice for this service independently from the complementary Paratransit service.

⁵ <https://www.srcity.org/1727/Oakmont-Shuttle>

Other services:

During the COVID-19 pandemic Santa Rosa CityBus offered supplementary services to fill gaps in its fixed route transit system. Fixed route riders who can no longer make their trips because their route is not currently in service or the new operating hours are not the same on the route, they use may use the call-ahead service the CONTRACTOR provides. This service will need to be provided at the City's discretion. Ridership in 2023 on this service has been less than 10 riders for the year. Riders must schedule trips one-day in advance. Hours for this service have been minimal.

Due to the ever-changing technology landscape CityBus may leverage different travel demand management strategies during the term of the contract. One such strategy may be using transportation network companies (TNCs) e.g. Lyft and Uber to serve parts of the city, as a requirement for this service the CONTRACTOR would provide same day ADA paratransit service to ensure consistency with ADA regulations.

III. CONTRACT DEFINITIONS

- ADA: Americans with Disabilities Act (ADA) of 1990.
- Administration office hours are defined by three main areas of responsibility: 1) paratransit eligibility by phone and email during normal business hours Monday – Friday 8:00 A.M. - 5:00 P.M. 2) Passenger trip requests, reservations taken by reservation takers/schedulers on Monday through Saturday, 8:00 a.m. to 5:00 p.m., and Sunday 9 a.m. to 3 p.m.; 2) Dispatching of passenger trips to Paratransit Operators from start of first trip to finish of last trip, plus any phone calls necessary to complete next day's schedule, approximately Monday – Saturday 6:00 a.m. to 8:30 p.m., Sunday 9:00 a.m.- 5:50 p.m. and 3) Administration of office and Operator personnel: hours as determined necessary by Contract Manager.
- Agreement: Professional Service Agreement (PSA) for PARATRANSIT ELIGIBILITY, PARATRANSIT SERVICE and DEVIATED-FIXED ROUTE SERVICE between the City of Santa Rosa and the party selected from proposers in response to this Request for Proposals. The City will prepare the agreement and will include, at a minimum, the provisions set forth in Sections I, II, III, IV, V and Amendments A, B, G, H, I and J of this RFP as the City may amend them prior to the execution of the contract.
- Cancellation: The CONTRACTOR and City encourage any Paratransit client to call the CONTRACTOR to cancel any scheduled trips as soon as they know they will no longer be taking the trip. Clients may cancel trips 2 hours or more before a scheduled trip without receiving a penalty; the City defines these cancellations as “on-time cancellations.” Any cancellations made less than 2 hours before a scheduled trip is a “late cancellation”. For every late cancellation, a client makes in a calendar month, the CONTRACTOR shall record it as a “no-show”.
- City: The City of Santa Rosa
- City Administrative Office: The City of Santa Rosa’s Transit Division administrative office is located at:

Transportation and Public Works
Transit Division
45 Stony Point Rd, Santa Rosa, CA 95401
- CHP: California Highway Patrol
- City’s Contract Administrator: The Deputy Director of Transit will designate a City staff member to administer all Paratransit-related contracts for the City.
- Complementary ADA Paratransit Service: The demand-responsive portion of the City's public transit system operated to serve people with disabilities, who are unable to access the fixed route bus system due to a disability.
- Completed One-way Passenger Trips: Defined as all one-way passenger trips completed on the day of service including all completed trips by ADA registrants, PCAs and companions.

The CONTRACTOR will calculate total completed one-way passenger trips by netting all no-shows and cancellations from all one-way passenger trips initially scheduled.

- **Communication System:** A two-way communication system for assigned staff in the office and in the field that allows for voice communication between them within the required service area.
- **Contract:** The agreement the City of Santa Rosa “City” and the chosen firm “CONTRACTOR” will enter into an agreement for the CONTRACTOR to provide all services written under Sections I, II, III, IV, and V of this RFP. The City retains the right to amend these prior to execution.
- **CONTRACTOR:** The firm chosen by City to operate the eligibility determination process, complementary Paratransit service, and deviated-fixed route service under the terms and conditions of the Contract, and all directors, officers, employees, agents, representatives, and sub-CONTRACTORS of that firm.
- **Contract Manager:** A full-time, on-site employee of the CONTRACTOR who will oversee the CONTRACTOR’S provision of the City’s complementary Paratransit service deviated fixed route service and eligibility determination and act as liaison between CONTRACTOR and the City. The management of the City’s service shall be the primary focus of the Contract Manager, dedicating at least 75% of his/her time on the Contract, with his/her primary work location in the main dispatch facility for this Contract. The City reserves the right to reject and require replacement of any Contract Manager at any time during the term of the contract.
- **CONTRACTOR Supplied Vehicles:** Any ADA-compliant vehicle supplied by CONTRACTOR for use in the provision of the City’s service. The CONTRACTOR may use these vehicles in addition to those leased by the City to the CONTRACTOR.
- **Daily Manifest:** Scheduled plan of service developed daily to serve complementary Paratransit service requests for both group and individual trips.
- **Dispatch/Dispatchers:** The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with drivers, the scheduling of the Daily Manifest, and assigning drivers to trips.
- **Driver Assistance:** If a passenger requests and requires assistance, drivers may escort passengers to and from the front door of the primary building upon arrival at both origin and destination with the following limitations:
 - Drivers may not enter any interior area of a home or apartment.
 - Drivers may never lose sight of a Paratransit vehicle or leave a vehicle unsupervised with passengers aboard.
 - Drivers may not assist passengers in wheelchairs or other mobility devices up more than one step. The ADA recognizes origination to destination service only.
- **Drivers:** Individuals who are employed by the CONTRACTOR to drive paratransit or deviated fixed route vehicles. Vehicle operators must meet State and/or Federal eligibility and

training requirements for operating such vehicles.

- **Effective Date:** The date on which the contract commences, which will be July 1, 2024
- **Eligible Riders:** List of persons, in RED (Regional Eligibility Database), deemed as eligible to ride the ADA paratransit service.
- **Evaluator:** The operational function and the person(s) responsible for job duties which include reviewing, evaluation and making an eligibility determination based on functional, cognitive and psychiatric disabilities, medical conditions, and prognosis. This staff member shall be the lead in the intake of Paratransit applications and provide for consistent an impartial determination of paratransit eligibility.
- **Fare Reporting:** CONTRACTOR must track passenger non-payment, payment type or any other unusual circumstances related to the collection of fares from boarding passengers.
- **Fare Policy:** The ADA requires that Paratransit fares not exceed twice the cost of a full fare ride on Santa Rosa CityBus's fixed route bus service. With City approval, the CONTRACTOR may charge additional fare(s) for rides that extend beyond the minimal requirements of the ADA.
- **FTA:** The Federal Transit Administration.
- **Late Trip:** The City defines a late trip as a Paratransit trip where the CONTRACTOR arrives more than 31 minutes after the scheduled pick-up time or outside of a scheduled 30-minute pick-up window.
- **Missed Trip:** Defined as the when the CONTRACTOR vehicle doesn't show up for a scheduled passenger trip within the pick-up window, or if the vehicles does arrive but as a result of being late the client refuses the transport (client has the right to refuse trip if outside the pick-up window).
- **No Show:** CONTRACTOR must wait five minutes after the scheduled pick-up time or window for the customer to appear at the curb or at the designated pick-up door. If the customer does not appear within this period, the CONTRACTOR can report the client as a "No Show". The Paratransit Operator must call dispatcher for permission to move to next pick, if there is a "no show" and CONTRACTOR will keep a record of all "no shows." The CONTRACTOR must report no-shows in the monthly summary report. If a customer develops a pattern or practice of "no-shows", repeated or intentional, the City will warn client. Continued violations may result in suspension of paratransit service.
- **National Transit Data (NTD) Reporting and Other Miscellaneous Reports:** City requires that CONTRACTOR collect and maintain all data required by the National Transit Database (NTD) related to the provision of complementary paratransit and deviated fixed route service per the ADA. City reserves the right to establish a reporting process for and to specify the data the CONTRACTOR will collect, maintain, and report to the City.
- **Paratransit Users Group (PUG):** This is an informal group of individuals who use the City's Paratransit system or who have a professional or personal stake in the quality of Paratransit service provided by the City and the CONTRACTOR. This group provides valuable feedback

to City staff on the quality-of-service delivery, contract language, and equipment procurement. The CONTRACTOR'S Manager or his/her designee will attend each PUG meeting and be available to attend Transit Paratransit Coordinating Committee (TPCC) meetings if request by the City.

- Passenger: Any individual who uses the complementary Paratransit service or deviated fixed route service. The CONTRACTOR will count companions (fare paying) and attendants (non-fare paying) separately.
- Paratransit Service Area: At least $\frac{3}{4}$ of a mile (in all directions) from each Santa Rosa CityBus fixed bus route on those days and during those hours that individual fixed bus routes are scheduled into service⁶. City may require CONTRACTOR to extend beyond this minimum requirement (as has been the practice with the "one-seat" ride goal, service has extended to two miles into Sonoma County's paratransit area).
- Vehicles: Cutaway vehicles owned and licensed by City then leased to CONTRACTOR for provision of the City's complementary Paratransit and deviated fixed route service.
- Passengers per Vehicle Revenue Hour Productivity Benchmarks: Calculated by dividing all completed one-way passenger trips by revenue hours (see definition of Completed One-way Passenger Trips).
- Personal Care Attendant (PCAs): Are people that individuals with disabilities designate or hire to assist with one or more daily life activities such as providing personal care, performing manual tasks, aiding with mobility or communication, or aiding with life support or other equipment. A registrant may not always need PCA assistance during a complementary Paratransit trip but may need PCA assistance at the destination. The CONTRACTOR must provide service to a PCA when traveling with the eligible registrant from a common origin to a common destination. PCAs always ride fare free.
- Pick-up Window: The CONTRACTOR will provide all eligible paratransit clients a specified 30-minute window of time (window defined 30-minutes after the specific pick-up time confirmed with the passenger when booking) during which their scheduled pick-up will occur. CityBus defines its pick-up window as 30-minute window after the specific pick-up time confirmed with the passenger at the time of booking. CONTRACTOR shall track all trips that begin outside this window, both early and late, and report them to the City as part of the monthly summary reports.
- Reservation Taker/Reservationist/Scheduler: Personnel employed by the CONTRACTOR who are responsible for taking calls for trip requests and assigning trips for developing the Daily Manifest. There may be some overlap with dispatcher responsibilities. The This position will review the schedule for service efficiency and compliance with CityBus policies. Under the current staffing the scheduler, dispatcher and reservationist are all the responsibility of the same set of employees.
- Reservation Trips: Non-reoccurring trips that are booking by qualified registrants on an "as

⁶ Map at <https://www.srcity.org/2406/Area-Map-and-Hours-of-Service>.

required” basis. Riders may book these trips from the day before to 7 days in advance and as with all trips, are subject to negotiation under ADA regulations.

- Same Day Trip: This is a trip a rider books on the day service, on a space available basis. The CONTRACTOR may deny same day trip requests if space is not available. CONTRACTOR shall provide the public with same day trips when capacity exists within the schedule.
- Service Performance Standards: Criteria established by City for service delivery. The CONTRACTOR must make every effort to meet these standards. The assessment of incentives and penalties will be based on the CONTRACTOR’S ability to meet these standards. Contract extensions may also be based on CONTRACTOR’S ability to meet the standards.
- Subscription Trips: These are pre-scheduled trips to/from the same origin and destination, which occur at least weekly. CONTRACTOR must comply with ADA requirements and the City’s policies on the scheduling of subscription trips. Currently, there not any hours in the day where subscription trips are at capacity. If requested by the City, the CONTRACTOR may be asked to maintain a ceiling on new subscription bookings during specific service hours specified by the City in order to prevent trip request denials. If this case arises, the maintenance of a subscription trip “waiting list” may be required. All subscription trips that cannot be accommodated through trip negotiation, will be processed on an individual basis as “reservation trips” or “same day trips”.
- Termination Date: The date on which the Contract ends for any reason.
- Ticket and Virtual tickets: Fare media sold on-line to the public by the City for use by Paratransit eligible persons in lieu of paying fare with cash or check. The City prints the tickets with information about the use of the ticket. The City also allow clients to choose a virtual-ticket options, in which case the City informs the CONTRACTOR of clients purchase of virtual-tickets and the CONTRACT maintains a methodology of tracking the clients use of their purchased virtual-tickets.
- Trip Denial: Is a trip that the CONTRACTOR cannot provide within a 1-hour before and after “negotiation” window of the riders requested pick up or drop off time. A zero tolerance is in effect for the denial of “reservation trip” requests.
- Trip Negotiation: Under ADA regulations, the CONTRACTOR can negotiate trip times that they cannot accommodate at the time requested by the client within a 2-hour window. Under ADA regulations, the CONTRACTOR can negotiate a pickup or drop off time within a window from 1-hour before to 1-hour after the time originally requested by the client. Constrained Trips, where the paratransit rider has a set appointment (e.g., class, work, or appointments), Santa Rosa Paratransit will schedule trips so that the rider arrives no more than 1 hour before their appointment. Conversely, on a return trip (i.e., end of workday) the CONTRACTOR will schedule the pickup no more than 1 hour after the appointment ends. The City permits the CONTRACTOR to negotiate trips to avoid trip denials.
- Vehicle Revenue Hour (VRH) For ADA Paratransit Service: For purposes of this contract, ADA Paratransit vehicle revenue hours are defined as the time when a vehicle arrives at the first

passenger pick up location to the last passenger drop off location of a run, excluding unpaid driver lunches or breaks of 15 minutes or more. The CONTRACTOR will record all hours associated with deadheading from the operating base to the first passenger pick up location, from the last passenger drop off location to the operating base, and time required for refueling as non-revenue service hours and shall report those hours as such. The CONTRACTOR will base the per revenue hour variable billing rate on this revised definition of a vehicle revenue hour. Monthly variable rate payments for the ADA Paratransit service will be based on vehicle revenue hours operated.

- **Vehicle Revenue Hour (VRH) For Deviated-fixed Service:** For purposes of this contract, Vehicle Revenue Hours are defined as the time when the vehicle goes into scheduled passenger service to the time it goes out of scheduled service, excluding deadheading between the operating base and the service area and any time required to fuel the vehicle. The CONTRACTOR will record all hours associated with deadheading and the time required for fueling as nonrevenue service hours and shall report them as such. The CONTRACTOR will base the per revenue hour variable billing rate on this revised definition of a vehicle revenue hour. Monthly variable rate payments for the Deviated-fixed service will be based on vehicle revenue hours operated.
- **Very Late Trips:** A paratransit trip in which the CONTRACTOR vehicle arrives more than 45 minutes after the scheduled arrival time and the client accepts the ride. Liquidated damages may be assessed for very late trips. Very late trips, like late trips, are provided free to the client and are the responsibility of the CONTRACTOR to cover this cost.
- **Will-call Trips:** These are return trip requests from medical appointments made on the day of service when the client is ready to travel. The CONTRACTOR shall accommodate will-call trips to avoid “no-shows” associated with medical appointments.

IV. SCOPE OF WORK**A. OPERATIONS - ADA Paratransit Eligibility Service**

The goals for the eligibility process are to ensure accessibility to the ADA paratransit program for people who need it, to support the use of fixed-route service for persons who are able to use it for some or all of their trips, and to provide a fair and equitable process for recommending ADA eligibility. The paratransit eligibility process will be operated by CONTRACTOR, as directed by the City, and includes responding to inquiries regarding the ADA eligibility certification process, reviewing application, performing the in-person functional evaluations if needed, completing clerical/administrative/data entry, documenting concerns or complaints and any other miscellaneous duties to manage the administration of the eligibility process and requirements.

Persons shall not be qualified or disqualified on the basis of a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person is living with functional disability that limits their ability to use a personal automobile and the City's fixed-route service. The age of a person, a language barrier, or the duration of a particular trip on fixed-route services is not a basis for paratransit eligibility. The goal of the CONTRACTOR shall be to ensure that only applicants who meet the eligibility criteria are enrolled for Paratransit Services.

The CONTRACTOR will receive calls from individuals wishing to apply for ADA paratransit services in a timely basis and process all paper applications. CONTRACTOR will be the lead on determining the applicant's eligibility but must work with the City to ensure local and federal guidelines are being followed. The City will review and check the processed applications monthly to ensure consistency with local and federal guidelines. The City will primarily administer any appeals. CONTRACTOR must notify all applicants of determination recommendations within twenty-one (21) days receiving the application. The United States Department of Transportation final regulations specify that if the certification process is not completed within this time limit (this includes the need for an in-person functional assessment) the applicant shall be presumed eligible to receive service until the process has been completed. CONTRACTOR will process and forward laminated or hard plastic photo registration cards to all approved new and renewed applicants. Current CityBus Transit Maps, Santa Rosa ADA Paratransit User Guides⁷ and the Regional Discount ID Card Program⁸ pamphlet are to be included in the mailing to Santa Rosa clients. These will be supplied to the CONTRACTOR by the City. The City may add additional documentation to the mailing as needed and as is reasonable. CONTRACTOR will assess, determine, track and authorized the use of presumptive urgent care transportation for any new applicant in need of it prior to final approval of eligibility

⁷ <https://www.srcity.org/1696/Paratransit>

⁸ <https://511.org/transit/rtc-card>

e.g., medical appointments within twenty-one-day (21) determination period.

All new applicants for paratransit services shall submit an application to determine their ability to use regular fixed route public transit. Applicants shall receive an eligibility level (Conditional or Full) and eligibility term; of either temporary (eligibility granted for six, nine, twelve or eighteen months; in-person interview required to renew), permanent (eligibility granted for five years) or Auto-renewal (Autorenewal eligibility granted for three years).

		Temporary (3,6,9,12 or 18 month terms)	Permanent/ three years (functional condition and device may change within next three years)	Auto-renewal -functional condition unlikely to ever change	Denied - application reviewed at least once	Incomplete - application submitted but waiting applicant response for more information to determine eligibility
LEVEL as listed in Regional Eligibility Database (RED)	Conditional/Trip-by Trip - can use fixed route for certain trips (weather, distance, sidewalk infrastructure present)	Full application to renew	Full application to renew	Short application, unless customer requests a change to Full eligibility then full application	Do not qualify	waiting applicant response
	Full/ unrestricted - cant used fixed route for any trips	Full application to renew	Full application to renew	Short application	Do not qualify	waiting applicant response
	Transfers - already eligible for paratransit via another agency process	Enter as full or conditional based off record	Enter as full or conditional based off record. Full application required while full application be completed	if new to the county Full-application, if transfer within Bay Area with complete RED record- Auto-renewal application	n/a	waiting applicant response
	Ineligible- not qualified for paratransit	Full application, only considered if change in condition	Full application, only considered if change in condition	Full application, only considered if change in condition	Do not qualify	n/a

Once an applicant’s term is certified they are eligible to use ADA Paratransit for a five-year timeframe (unless they are deemed “temporary”) and their registration information is entered into the Metropolitan Transportation Commission’s (MTC) Regional Eligibility Database (RED) by the CONTRACTOR (the CONTRACTOR is responsible for maintaining and updating the RED database with the clients most current accurate information). Temporary registrants can choose to re-apply at the end of the temporary term if they feel they are in further need of ADA paratransit service. All applicants with a term of permanent eligibility will be contacted by the CONTRACTOR at the end of their term and informed the client that they can re-apply if their condition hasn’t changed or has gotten worse or changed. Meaning that if an applicant is granted permanent statuses, they would

essentially need to re-apply with a whole new application, but the CONTRACTOR must contact the client to let the client know that their eligibility is expiring. All applicants with a term of auto-renewal will be contacted by the CONTRACTOR and automatically re-registered based on the return of a questionnaire or phone call (depending on their disability) to verify that the information on file is still accurate.

If an in-person functional assessment is needed to determine eligibility, every effort shall be made by the CONTRACTOR to accommodate an appointment request within the shortest timeframe possible. The CONTRACTOR will also remind applicant of the in-person functional appointment (preferably with a phone call, but a text and/or email should be provided if requested by client). CONTRACTOR will be responsible to transport potential Paratransit eligible applicants to conduct an assessment if need to determine eligibility or if the City starts to require in-person assessments. The CONTRACTOR shall not charge applicants and up to one service attendant a fare to travel to the assessment facility.

The CONTRACTOR must submit to the City monthly reports, that track statistical information and staff time, to be submitted with the invoices (**ATTACHMENT C**). The required reports are further described in section G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 11. MONTHLY REPORTS.

B. OPERATIONS - ADA Complementary Paratransit Service

The CONTRACTOR will provide standard ADA paratransit trips. The service will operate during the same hours that Santa Rosa CityBus's fixed route system operates. The CONTRACTOR will provide complementary Paratransit service within $\frac{3}{4}$ mile of a mile in each direction of all CityBus fixed routes on those days and during those hours that individual fixed bus routes are in service. Currently, the City's fixed route system operate Monday - Saturday with the first trip picking up starting at 6:00 AM and the last trips departing at 8:00 PM. Sunday service starts at 9:00 AM with the last trips departing at 5:30 PM. The City provides bus service every day except for the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service may expand to a later or earlier time to mirror the hours provided by fixed route service based on changes determined by the City, including the possible change of holidays.

The CONTRACTOR will take customer trip reservations until close of business the day before, but not more than 7-days in advance. The CONTRACTOR will review the next day's trips to ensure service efficiency and compliance with City policies on ride times. The CONTRACTOR must also be prepared to provide the City with a copy of the Daily Manifest. On the day of service, CONTRACTOR will dispatch and provide the scheduled rides. CONTRACTOR will be responsible for handling any questions from the passengers about provision of service, including policies, fares and vehicle arrival and departure times.

The CONTRACTOR will retain enough drivers to operate service daily, as well as retain enough “back up” operators to ensure no missed service. A zero tolerance is in effect for denial of a “reservation trip” request. Refer to the definition of “Trip Negotiation” and “Trip Denial”.

The CONTRACTOR will be responsible to hold revenue hours within approved monthly ceilings by maintaining or exceeding minimum hourly productivity standards, while not denying reservation trip requests or falling below minimum on-time performance standards. **In their proposal, the CONTRACTOR will clearly describe their operational strategy to control revenue hours while meeting or exceeding the City’s performance minimums and complying with all Federal and State regulations.**

CONTRACTOR will accommodate reservation trip requests, subscription trip requests, medical will-call trip requests and, when feasible, same day trip requests. The CONTRACTOR will include a description of their strategy to accommodate same day and will-call trip requests in their proposal. The CONTRACTOR will monitor subscription service to ensure that not more than fifty percent of the trips at any given time of day are subscription trips. The CONTRACT shall maintain this established ceiling on subscription bookings. If this ceiling of 50% occurs the CONTRACTOR will establish a subscription trip “waiting list”. All subscription trips that cannot be accommodated through trip negotiation will be processed on an individual basis as “reservation trips” or “same day trips”.

The CONTRACTOR will follow ADA guidelines for negotiating trip times to avoid trip denials.

Eligible paratransit customers must also be able to transfer from the City’s paratransit system to other regional paratransit operators. These operators include the County of Sonoma’s Volunteer Wheels and the Golden Gate Transit’s Marin Access. The CONTRACTOR shall arrange inter-operator reservations for Eligible Riders in the Regional Eligibility Database (RED) who require transfers between two or more paratransit providers.

The CONTRACTOR will prepare and provide all monthly management and operations data as detailed in G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 11. MONTHLY REPORTS and as required by the city to meet all City, State and Federal ADA Paratransit reporting requirements. The CONTRACTOR will submit all required reports to the City within 10 business days of the end of the reporting months.

The CONTRACTOR will meet on a regular basis with the City’s designated representative to discuss and resolve operational challenges and policy support. CityBus staff will set a meeting time and location at their discretion. Additionally, the City shall hold meetings with the CONTRACTOR on at least a quarterly basis for Contract Oversight or as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the CONTRACTOR Project Manager

shall attend all meetings.

C. OPERATIONS – Deviated-Fixed Route services

Currently the City manages a deviated fixed route service for the Oakmont Village community. During the life of this contract the City may deploy additional deviated fixed route services with dispatch support to other communities within the City of Santa Rosa. For new service there may be a need to collect fares. For new services, the City will also require monthly reporting of operational data.

The CONTRACTOR will operate a deviated fixed route service within Oakmont Village (Oakmont) and a service between Oakmont and specific destinations in the eastern portion of Santa Rosa. The City will provide the CONTRACTOR with a schedule and route. This service operates from 8:15 a.m. and 3:50 p.m. Monday through Friday, although the hours are subject to change. The service operates an average of 1,900 revenue hours and 21,000 revenue miles annually. Daily vehicle revenue hours are consistent at 7.60 hours. There are slight variations in the daily revenue miles depending on the number of route deviations in the community of Oakmont. Service may expand to a later or earlier hour based on changes determined by the City, including the possible change of holidays.

The City does not require the CONTRACTOR to collect fares for the Oakmont Service. The CONTRACTOR will also maintain the single vehicle associated with the Oakmont service and take calls to schedule up to a ¾ mile deviations of this route alignment.

The CONTRACTOR will prepare and provide all monthly management and operations data as detailed in G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 11. MONTHLY REPORTS and as required by the City to meet all City, State and Federal ADA Paratransit reporting requirements. The CONTRACTOR will submit all required reports to the City within 10 business days of the end of the reporting months.

D. OPERATIONS – Other services:

Due to the COVID-19 pandemic Santa Rosa CityBus has discontinued specific routes. To support riders who rely on these routes the City is providing a call-ahead service. The service is curb-to-curb. Passengers who meet the qualifications must call a day ahead to schedule a ride on the service. The City anticipates that the service will still be necessary at the start of the contract period. The City will require the CONTRACTOR to provide this service until fixed route operations return to normal. The demand is low on the service with a peak demand in FY 2021 of 300 trips a month. That has dropped significantly in FY 2024, with zero riders/month requests.

Due to the ever-changing technology landscape CityBus may leverage different travel demand management strategies during the term of the contract. One such strategy is using transportation network companies (TNCs) e.g. Lyft and Uber to serve parts of the city that

have traditionally low ridership. As a requirement for this service the CONTRACTOR will provide same day ADA paratransit service to ensure consistency with ADA regulations

E. EQUIPMENT, INFORMATION SYSTEMS, SUPPLIES, PARTS AND FACILITIES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR will be responsible for and provide the following at their own expense, unless otherwise noted in the final Contract:

1. The CONTRACTOR will provide a secure facility for the operations/dispatch center, vehicle storage yard and administrative offices and the facility must be in the City of Santa Rosa. The CONTRACTOR must store all vehicles at a location within the City limits. If the CONTRACTOR is unable to find a satisfactory facility within the City's service area it may petition the City to waive this requirement. The CONTRACTOR must ensure their chosen facility can continue to operate in the event of a man-made or natural disaster.

2. The CONTRACTOR will provide back-up vehicles to supplement the City-provided fleet to address higher than normal service demand. The CONTRACTOR, however, must receive approval from the City's Paratransit Contract Administrator prior to putting any back-up vehicles in service. The City agrees to pay the appropriate cost for requiring the use of these supplemental vehicles (Back-up Paratransit vehicle operators must also be available under such circumstances.)

3. The CONTRACTOR will use a telephone system, approved by the City, capable of recording phone conversations between reservationists/customer service representatives and clients or the public. The CONTRACTOR will track customer wait/hold times through this telephone system or by another means approved by the City. As part of the monthly reporting detailed in G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 11. MONTHLY REPORTS the CONTRACTOR must report average call wait time for customers and a percentage of calls that are timed out in order for the City to ensure the availability of paratransit services to the public (meeting the intent of FTA Circular 4710.1).

4. The CONTRACTOR will use a scheduling system and/or ridership database (e.g. Trapeze, Route Match) that can track information on scheduled trips and other information for all eligible users of the Paratransit system as required by the City (see **ATTACHMENT H: SCHEDULING/DISPATCHING SOFTWARE**). The CONTRACTOR must maintain and report all information the City requests in a Microsoft application (e.g., Excel). The scheduling system provided in this contract must be the most updated version of a scheduling system readily available. The scheduling modules must include the following;

- Ability to provide notifications to customers via text and/or emailing. Notifications confirming appointment time, notifications of trip arrival time on the day of trip and notification of any changes to their trip
- If Trapeze, then V21 or newer. Driver mate (or equivalent) for the tablet technology so that drivers can see the appointment times of passengers.

- A passenger portal so that passengers can schedule their trips on-line.
 - A delegate module for facilities that can book for all customers in one house.
5. The CONTRACTOR will must be prepared to implement and utilize Global Positioning Software/Automatic Vehicle Locator (GPS/AVL) equipment and data owned and supplied by City. All data utilized and stored for this purpose is the sole property of the City.
6. The CONTRACTOR will use a two-way radio system, approved by the City, that allows all staff in the office and field to communicate effectively with each other.
7. The CONTRACTOR will retain reliable maintenance equipment, supplies, and parts to ensure they are able to maintain all vehicles in the fleet in accordance with all State and Federal regulations governing transit vehicles. All City vehicles operated by CONTRACTOR must be ADA-compliant, safe, clean, free of any defects, and aesthetically pleasing to a reasonable degree as determined by the City. CONTRACTOR shall use an Information Management System for tracking and maintaining maintenance records and any other data required by applicable state and federal governments (i.e. CHP, Caltrans, and NTD) governing the delivery of service and the maintenance of public transit/Paratransit vehicles. The CONTRACTOR shall produce and maintain a formal, written preventive maintenance plan that meets applicable manufacturer warranty requirements, as well as written and electronic back-up records of all repairs and maintenance activities made to each vehicle, in accordance with state and federal regulations. All written and electronic records shall be available to the City or a City-approved agency performing inspections for up to four years after the completion/termination of the contract. CONTRACTOR may employ a sub-contractor for vehicle maintenance activities only upon written approval from City.
8. The City will provide fuel for the operation of paratransit and deviated-fixed route vehicles used in the delivery of the ADA Paratransit and deviated-fixed route services. Fuel is available at the City's facilities at 55 Stony Point Road.
9. The CONTRACTOR will provide any other equipment, information systems, supplies, parts, and facilities necessary for meeting the requirements of this Contract.
10. The CONTRACTOR will comply with all applicable state/federal laws governing the delivery of complementary ADA Paratransit service and the changing service demands over the course of the contract term. The City reserves the right to reject and/or specify the equipment, information systems, supplies, parts, and facilities used by the CONTRACTOR.
11. The CONTRACTOR will take all required measures to assure business continuity and to maintain all functions critical to daily operations as required by the ADA.
12. The CONTRACTOR will agree to lease from the City, for the fee of one (1) dollar per month per vehicle, a total of eleven (12) ADA compliant and accessible cutaway buses to be utilized as the primary vehicles in the provision of Paratransit and deviated-fixed route service for City described under the Contract and this RFP in the general form of a lease equipment list set forth in **ATTACHMENT G: SAMPLE VEHICLE LEASE**

AGREEMENT, which may be subject to revision by City prior to execution.

13. The CONTRACTOR shall include, as an optional capital expense line item, a system providing automatic call-outs to riders as the vehicle nears their residence. There is not a requirement that the system be a full Interactive Voice Recognition (IVR) system but should provide some of the customer service and information functions that the typical system has. See **ATTACHMENT H: SCHEDULING/ DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATIONS** for requirements of IVR system.

F.VEHICLE REQUIREMENTS

The CONTRACTOR will store, maintain, and repair all vehicles used for providing service under this contract. The CONTRACTOR shall be responsible for the lubricants, tires and other parts/supplies required for safely operating these vehicles. The CONTRACTOR shall also conduct daily inspections of all safety equipment installed on each vehicle, including security cameras and related devices, to verify that they are always operational. The CONTRACTOR will report any inoperable safety and security equipment on the vehicles to the City immediately. The failure to do so may result in the assessment of liquidated damages. Additionally, CONTRACTOR shall obtain City approval before installing any of its own equipment (e.g., DriveCam video cameras) or altering the City-owned vehicles in any way.

The CONTRACTOR will maintain all vehicles according to Original Equipment Manufacturer (OEM) recommendations and use only OEM, equal or better parts in any and all repairs. The City will require all paratransit vehicles to pass City safety inspections and meet City appearance requirements during the term of the Contract. If the CONTRACTOR does not meet these standards, the City will remove the vehicle in question from service. Additionally, CONTRACTOR will produce a preventive maintenance plan in accordance with applicable state and federal regulations and any City requirements per the Contract.

The CONTRACTOR will bring one vehicle (paratransit or deviated-fixed route) and all associated maintenance records for that vehicle each month to the Santa Rosa Transportation and Public Works Maintenance Facility garage located at 45 Stony Point Road in Santa Rosa for the purpose of a compliance inspection. A qualified vehicle service technician, employed by the City of Santa Rosa will:

- Visually inspect the vehicle.
- Review all maintenance records for said vehicle.
- Confirm that the CONTRACTOR is completing all scheduled Periodic Maintenance in accordance with Original Equipment Manufacturer (OEM) standards.
- Confirm that the installation of all parts and components on the vehicle met OEM standards and are OEM or acceptable equivalent.
- Confirm completion of Daily Vehicle Inspections.

- Review driver-noted defects and confirm CONTRACTOR addressed all noted issues.

The City will notify the CONTRACTOR which vehicle to provide for the compliance review two days in advance of the scheduled day of the review. Upon completion of the review, the City Administrative Offices and Garage will maintain the record of completion.

NOTE: The CONTRACTOR will only use City-owned vehicles leased to the CONTRACTOR under this contract for the direct provision of the City's complementary ADA Paratransit service, for the deviated-fixed route service (including Oakmont), any travel demand management support services. The CONTRACTOR will not use the vehicles for any other purpose. The CONTRACTOR will not use any vehicle that is actively providing the City's Paratransit for any other purpose while doing so at any time during the operation of a vehicle only eligible users/service attendants or authorized City or CONTRACTOR staff shall be on the vehicle.

G. CONTRACTOR EMPLOYEES

The CONTRACTOR shall be responsible for the training and oversight of all its staff and sub-contractors. The City requires the CONTRACTOR to provide a list of all sub-contractors in their proposal. These personnel include vehicle operators, supervisors, management, administrative staff, maintenance staff, reservationists, schedulers, dispatchers, and any other personnel necessary for providing the level of service required by the ADA and the terms of the Contract. The CONTRACTOR shall professionally train its employees operating either City owned vehicles or CONTRACTOR owned vehicles used to provide services under this contract. CONTRACTOR shall ensure these employees are properly licensed (Class B) drivers, per state and federal laws governing the provisions of operating transit/paratransit service. Additionally, the CONTRACTOR shall maintain the proper documents to verify that such training and licenses are always current for all affected employees.

H. CUSTOMER SERVICE

To utilize the City's Paratransit system, the CONTRACTOR shall process eligibility applications and maintain/update the list of eligible riders in RED. Passengers who have been certified paratransit eligible by another transit property and are visitors to the City of Santa Rosa as defined under the ADA regulations, are eligible for service for a period of twenty-one days. The CONTRACTOR shall determine a rider's eligibility via RED or through documentation of the rider's eligibility at their place of residence. After twenty-one days the CONTRACTOR will refer the rider to the City's eligibility process.

The CONTRACTOR is responsible for providing service information, planning and technical support to its paratransit and deviated-fixed route customers and to City staff. The CONTRACTOR will accept trips for scheduling in accordance with ADA regulations.

H. DESCRIPTION OF CITY'S RIGHTS AND RESPONSIBILITIES**1. PLANNING**

City will have the exclusive right to plan the general operation of the City's services under this CONTRACT, including, but not necessarily limited to, the right to determine and modify from time to time the following matters:

- a. The City will administer the appeals process. The City will make the final determination in the appeals process.
- b. Establishing revenue hour maximums
- c. Service delivery parameters including trip assignment policies.
- d. Span of service
- e. Service areas in which program is to operate.
- f. Eligibility Certification Program for passengers.
- g. Fare Policy and fare collection procedures
- h. Data collection and data reporting procedures and formats
- i. When in use for Santa Rosa Paratransit and deviated-fixed route, the number and type, including seat capacities, of CONTRACTOR supplied back-up vehicles
- j. Advertising, promotion, public information, and customer feedback process
- k. City will have the right to increase or decrease the levels of service by fifteen percent (15%), based on annual vehicle revenue hours, without renegotiating with the CONTRACTOR the proposed Vehicle Revenue Hour Rate or any other term or condition of the Contract.
- l. Performance standards
- m. Introduce and implement supplemental service contract(s) to provide backup capacity on an as required basis. (For example, in the event of break downs, accidents, Paratransit vehicles running late, unavailability of CONTRACTOR Operators, or peak overloads. The City will consider supplemental in close consultation with the CONTRACTOR. Supplemental service contractors could serve directly to the City or as a subcontractor to CONTRACTOR.)
- n. The City shall hold meetings with the CONTRACTOR on at least a quarterly basis for Contract Oversight or as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the CONTRACTOR Project Manager shall attend all meetings.

2. OPERATIONS AND MANAGEMENT SUPERVISION

City reserves certain rights with respect to oversight and monitoring of the performance of the CONTRACTOR:

- a. City reserves the right to monitor the process by which the CONTRACTOR develops, maintains, and retains records and reports, as required by the City.
- b. City reserves the right to monitor the performance and conduct of employees performing the duties related to the provision of services, as required by the City and

- the contract.
- c. City reserves the right to monitor the maintenance and use of all equipment and vehicles utilized in providing the services, as well CONTRACTOR's adherence to a preventive maintenance plan that is compliant with all applicable state and federal regulations.
 - d. City reserves the right to audit the eligibility process to ensure consistency with local and federal guidelines.
 - e. City may install on any vehicles any equipment or accessories deemed necessary or appropriate by City, such as video equipment, to monitor the quality of service delivered by CONTRACTOR.
 - f. City requires the use of scheduling software and/or any other information management system by the CONTRACTOR for ensuring operational efficiency, data management, and reporting from the start of the Contract term. CONTRACTOR shall provide at least two references for other locations/contracts in which the scheduling software is fully implemented. CONTRACTOR shall obtain City approval prior to procuring and implementing an automated scheduling system, and the City reserves the right to specify the type or brand, as well as version of scheduling software and information management system the CONTRACTOR will use. Above mentioned software must be compliant with City owned GPS/AVL equipment and applications. Scheduling software requirements are in **ATTACHMENT H: SCHEDULING/ DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATIONS**.
 - g. City will establish written operational rules with the CONTRACTOR that are reasonable for operation of the City's services. To help ensure that the service delivered by CONTRACTOR is compliant with the ADA and the terms of the Contract the City may amended the contract to ensure operations are consistent with state/federal laws governing paratransit service.
 - h. City may require the CONTRACTOR to conduct daily manual passenger counts and/or other special counts/surveys per applicable state and federal regulations (i.e. NTD).
 - i. City will require that the CONTRACTOR complete all operations, management, and/or performance reports required by state (i.e. Caltrans report for Section 5310 program) and federal (NTD) regulations governing paratransit service and the use of applicable equipment/vehicles for its provision, unless otherwise directed by the City. The CONTRACTOR must submit reports to the City within the first ten (10) days of each month. The CONTRACTOR must retain all materials required for completing such reports for at least 4 years from the expiration/termination of the contract. City shall inform CONTRACTOR of key deadlines for submitting required reports prior to the effective date of the Contract and reserve the right to change the dates with reasonable, prior notice.
 - j. City reserves the right to reject any Subcontractors proposed or utilized by the CONTRACTOR to carry out the terms of the Contract.
 - k. City may make assessments against CONTRACTOR, at its sole discretion, in accordance with the Liquidated Damages Assessments Schedule.
 - l. City may ask the CONTRACTOR to assist in conducting periodic surveys to evaluate the program. The City will provide the surveys and the CONTRACTOR will be required to

participate in administering them. Any cost associated with administering, producing or mailing a survey will be borne by the City.

3. EQUIPMENT AND FACILITIES

City will provide CONTRACTOR with access to the software and/or program that contains the list of Eligible Riders maintained by the City. City will always provide cameras for all vehicles the City leases to the CONTRACTOR and retain the rights to view and monitor all video feeds.

The City will provide the facility for eligibility in-person assessments. No applicant shall be denied services based upon inability to access the CONTRACTOR's facilities and/or services. The City Transit Operations building located at 45 Stony Point Road, Santa Rosa, CA 95401 is a fully accessible building from all approaches. This location must be used for all City in-person eligibility interviews conducted by the CONTRACTOR unless other arrangements are authorized by the City. Internet access will be provided to the CONTRACTOR's staff.

4. PUBLIC INFORMATION SYSTEM

City will assume all responsibility for 1) printing, obtaining, and producing brochures and tickets required for the operation of its service, and; 2) promotions, advertising, and public outreach efforts.

- a. The City will provide training of CONTRACTOR personnel on regional fixed route bus services and paratransit services and policies.
- b. The City will provide transit travel training program along with the Contract.
- c. CONTRACTOR will cooperate with City in informing the public about the Paratransit service. In this regard, CONTRACTOR will permit the City, at the City's expense, to supply service and fare information for all service vehicles and display racks in CONTRACTOR's facilities. If requested, CONTRACTOR's Operators will distribute City sponsored information, including passenger survey questionnaires to its passengers.
- d. CONTRACTOR must receive permission from the City prior to releasing any documentation related to policies and procedures governing the provision of the service.
- e. CONTRACTOR will always keep all Paratransit and deviated-fixed route service vehicles (Oakmont) supplied with Customer Comment Cards.
- f. CONTRACTOR shall prominently display information about the City's Customer Comment Line and the phone number for Comment Line in each Paratransit and deviated-fixed route service vehicle (Oakmont).
- g. The Contract Manager shall attend all Paratransit Users Group (PUG) meetings and TPCC meetings (Transit Paratransit Coordinating Committee) and any other meetings as required by the City. Currently, PUG and TPCC meetings occur bi-monthly. A designated

representative may attend on occasion, in place of the Contract Manager, with prior approval from the City. The Contract Manager shall inform the City of any internal CONTRACTOR safety meetings.

5. **MODIFICATION OF SERVICE AND FARES**

City will give thirty (30) days prior written notice to CONTRACTOR from the effective date of a modification to the fare or service delivery structure. In the event of an emergency or natural disaster as declared by the City, the 30-day provision shall not apply, and CONTRACTOR shall use its best efforts to modify the existing service or provide additional service as requested and directed by appropriate City emergency response officials to respond effectively to the emergency.

6. **ADVERTISING**

City may utilize the interior of all vehicles used to provide service under this contract for the display of any written or printed advertising, promotional material, or public information notices at City's sole cost. CONTRACTOR will display only City-issued material on either the interior or exterior vehicles. The CONTRACTOR will not display advertising or other material on the exterior of vehicles used to provide service under this contract.

7. **CUSTOMER COMPLAINTS AND COMMENTS**

a. Customers can provide compliments, comments, and complaints about the service by completing a Customer Comment (Tell Us) Card, informing a CONTRACTOR employee (dispatcher or driver) or by calling the City's Customer Comment Line.

b. CONTRACTOR will submit all completed cards or verbal complaints and comments to the City daily via email and submit a monthly report summarizing complaints by type and statement of action taken. Upon submittal, the City will review and address each comment in a manner deemed most appropriate by the City; City shall also require CONTRACTOR to respond to the City within a reasonable timeframe that is consistent with the gravity of the comment. For example, if a passenger was seriously injured on a vehicle, the City may require an immediate explanation from the CONTRACTOR; whereas, if a passenger complained about the air conditioning on the bus, the CONTRACTOR may be given a longer period of time to investigate the A/C equipment and respond accordingly.

c. City reserves the right to require the Contract Manager and/or other appropriate staff to attend meetings with City staff to address customer complaints and comments as needed.

d. City shall receive and document customer compliments, comments, and complaints. City shall define complaint categories and calculate the number of service-related complaints.

G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. **SERVICE PROVIDED BY CONTRACTOR**

- a. CONTRACTOR will ensure that staff are available to provide the services required for determining ADA eligibility and ADA eligibility background information during conversations with applicants. This includes knowledge of the client agency's paratransit eligibility requirements and policies.
- b. All CONTRACTOR personnel will promote and inform paratransit applicants about the benefits of riding fixed route bus service and using the Bay area Clipper card (Adult, RTC, START, Youth and senior cards). CONTRACTOR shall become highly familiar with the current paratransit rider policies and eligibility guidelines, paratransit area boundaries of regional paratransit providers (CityBus, Petaluma Transit, Sonoma County Transit, Golden Gate Transit), fixed route networks of the regional providers (CityBus, Petaluma Transit, SMART, Sonoma County Transit, Golden Gate Transit Amtrak, Greyhound and Mendocino Transit) and transit fare options of the City, as well as the local street networks.
- c. CONTRACTOR will inform and promote the benefits of travel training on fixed route and notify the City of certifiable and un-certifiable clients that may benefit from a transit travel training program.
- d. CONTRACTOR shall handle all passenger calls regarding the requests for Paratransit service and trip reservations utilizing a telephone system that allows for the audio recording of trip reservations and exchanges between CONTRACTOR's customer service staff/reservation takers and clients for the sole purpose of tracking the quality of customer service provided by the CONTRACTOR. CONTRACTOR must also monitor this system to track wait times for each telephone call. The CONTRACTOR will provide call wait time reports to the City monthly. CONTRACTOR will ensure that information will be specific to all services the CONTRACTOR provides to the City.
- e. CONTRACTOR shall make reasonable arrangements to effectively communicate with applicants and clients in languages other than English, as well as American Sign Language (ASL), including when necessary. For telephone communication a telephone-based interpreter or other interpreter service for foreign languages found in Sonoma County shall be an acceptable means of meeting this requirement.
- f. CONTRACTOR shall meet all service level requirements under the ADA requirements. CONTRACTOR shall ensure that it has enough back-up vehicles and drivers to prevent trip denials from occurring. Trip denials are not acceptable and are subject to liquidated damages.
- g. The CONTRACTOR will provide paratransit services to customers registered in the Regional Eligibility Database (RED) and make reservations to connect with other paratransit providers.
- h. The CONTRACTOR will update the Regional Eligibility Database (RED) with update customer contact and eligibility related information.
- i. CONTRACTOR will make service changes at City's request. If the City increases service levels, CONTRACTOR will provide any additional personnel necessary to implement the increase for as long as the changes are applicable.

- j. If an in-person assessment of a paratransit applicant is determined to be necessary to determine eligibility transportation to the in-person interview must be scheduled and provided by the CONTRACTOR using the resources under this contract.
- k. CONTRACTOR will operate the City's services according to service parameters set forth in written instructions by City. The City may modify this service in a way that extends, reduces, or further modifies the service parameters. Based on current fixed route bus service, the Paratransit system must be available from 6:00 a.m. to 9:00 p.m., on Monday through Saturday, and from 9:00 a.m. to 5:30 p.m., on Sunday.
- l. The CONTRACTOR will have a dispatcher on duty one half-hour before the start of service and shall remain on duty until the last vehicle returns to base. CONTRACTOR shall ensure City staff can always reach the dispatcher during these hours to address any potential issues/emergencies. The dispatcher will always maintain contact with the direct phone line.
- m. CONTRACTOR must ensure that customer service staff is available every day that service is operating to answer customer calls and address service issues 15-minutes prior to the first scheduled pick-up and 15 minutes after the last scheduled pick-up. For example, if the first scheduled pick-up occurs at 6:30 a.m. and the last scheduled pick-up occurs at 8:00 p.m., the CONTRACTOR shall have staff available to answer customer calls between 6:15 a.m. and 8:15 p.m.
- n. CONTRACTOR will take reservations between standard business hours, which are 8:00 a.m. to 5:00 p.m. weekdays and Saturdays; Sundays from 9 a.m. to 5 p.m. An answering machine must be available for calls received during off hours.
- o. CONTRACTOR is responsible for maintaining all vehicles and their equipment to ensure their safe operation at all times.
- p. CONTRACTOR shall allot time for existing and new personnel to be trained on using the regional fixed route bus services and paratransit services and policies.

2. SERVICE PERFORMANCE STANDARDS

City expects that CONTRACTOR will meet or exceed the following performance standards. City, or its designee, will periodically monitor CONTRACTOR's adherence to these standards.

- a. Paratransit Eligibility Application response time: The CONTRACTOR will ensure that the average number of days from receipt of a complete application to issuance of an eligibility determination letter will be two weeks and must not exceed 21 days. The CONTRACTOR must notify the City if a application to determination is expected to exceeds 21 days.
- b. Sufficient Paratransit Operators. At the start of the Contract, CONTRACTOR will have available enough Paratransit Operators, plus back-up Paratransit Operators

to drive the number of vehicles available and maintain at least a 97% on-time performance level. The CONTRACTOR will not drop or miss trips due to unavailability of drivers.

- c. Disabled Paratransit Vehicle. CONTRACTOR will make best efforts to minimize service delays due to road failures. If a vehicle has a road failure, CONTRACTOR will provide a replacement lift equipped (if original vehicle was lift equipped) vehicle with an unassigned back-up vehicle and operator, making best efforts to minimize service delays. If a vehicle experiences a lift malfunction, the CONTRACTOR will remove it from service and replace it with a similar lift equipped vehicle.
- d. Service Efficiency. CONTRACTOR shall implement scheduling practices to maximize service efficiency. City's standard for completed one-way passenger trips per Vehicle Revenue Hour for ADA Paratransit service is 2.4. This standard is based on the number of completed passenger trips net cancellations and no-shows.
- e. Customer Comments, Compliments and Complaints. During a month, paratransit service should not have more than five complaints. For this metric City staff defines complaints as instances where a passenger has a grievance against some part of the paratransit operation. Examples of complaints that meet this definition are a rude driver, a missed pick up, improper securement of a mobility device, and anything else that is under the direct control of a CONTRACTOR'S staff member.
- f. In-coming Calls Wait Time. CONTRACTOR shall provide enough staffing to ensure that the average incoming call wait time is 1 minute or less.
- g. On-Time Performance. CONTRACTOR shall schedule service and manage operations to maximize the number of customers picked up within 30 minutes of the scheduled pickup time. City's standard for On-Time performance is 97%. A passenger trip is late if the vehicle arrives for the scheduled pickup 31 minutes or more after the scheduled pickup time (1 minutes or more beyond the end of the pickup window). A trip is "hot" if the bus arrives before the beginning of the pickup window. The CONTRACTOR will not pick up a passenger prior to the beginning of the pickup window unless agreed to by the passenger.
- h. Passenger Ride Time. Typically, no one rider shall spend more than one hour (time limit subject to change by City) on a vehicle during any one way trip. The City limits onboard time to ninety (90) minutes for trips in special circumstances. This policy is subject to change. Under no circumstance shall a trip shall exceed one-hundred and five minutes.

3. PROVISION OF PERSONNEL

- a. CONTRACTOR will maintain for inspection by City at all reasonable times a roster of personnel and their assignments and submit the roaster quarterly to the City. All such personnel will be employees of CONTRACTOR, and CONTRACTOR will be solely responsible for payment of their wages and benefits as well as for their wrongful acts. Notwithstanding the foregoing, City will have the right to notify the

CONTRACTOR of any problems or concerns involving the performance or conduct of any employee of CONTRACTOR who is participating in the provision of the City's services. CONTRACTOR shall respond immediately to any such notice by City and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for City. CONTRACTOR will faithfully comply with the terms and conditions of its agreements, if any, with any labor organization representing CONTRACTOR's employees concerning wages, benefits and terms and conditions of employment.

- b. Before hiring or assigning staff, the CONTRACTOR shall conduct a national criminal background check through the California Department of Justice. The CONTRACTOR will complete the check for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. For this Contract, the CONTRACTOR will not hire a person who has a conviction for any felony or misdemeanor resulting from a crime against a person.
- c. CONTRACTOR will comply with all applicable laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. CONTRACTOR will indemnify and hold harmless City for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature) arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise.
- d. Operations Personnel Retention. It is of paramount interest to the City and in the best interest of its customers that staff operating services under this contract (drivers, dispatchers, and maintenance staff) but gain hands-on experience in their craft in addition to professional training. It has been the City's experience that a high turnover rate among operations staff reduces overall service quality through lack of efficiency and familiarity with the areas in which they operate. To indicate that level of commitment a CONTRACTOR will have to encourage retention and longevity of its Operators, dispatchers, and maintenance staff. The City requires any bidder to submit a plan to demonstrate how they will retain operational staff as part of their proposal. This plan shall include the wage scale for all operations employees (specifically starting wages at the current wages scale), an annual increase of at least 1% to apply to the entire pay scale for operations staff, bonuses associated with fluency in languages other than English (Spanish fluency is highly desirable), a health care benefit contribution of 75% of the overall premium for all operational staff assigned to the Contract, and any other incentive plan (e.g. award programs, etc.) that will CONTRACTOR will use to encourage retention.

- e. CONTRACTOR will provide, at a minimum, the following personnel:
- i. Contract Manager. CONTRACTOR will designate a full-time on-site employee as the Contract Manager who will oversee the proper operation of the City's ADA paratransit eligibility process, the paratransit service and deviated fixed route service(s). Although this is a full-time on-site position, the City requires that the Contract Manager devote a minimum of 75% of his/her time to the City's contract. The City must approve the Contract Manager and any replacement of the Contract Manager. The Contract Manager must be on duty Monday through Friday, from 8:00 a.m. to 5:00 p.m. During other service hours the Contract Manager or supervisor designee will be available for on-call service-related issues. CONTRACTOR shall not, without the prior written notification to the City, remove or reassign a Contract Manager approved by City. This position will be the employee's primary responsibility to the CONTRACTOR, with his/her primary work location being in the main dispatch facility. The Contract Manager's duties shall include the oversight of all employees and training of Reservationists, Dispatchers, and Supervisors. The Contract Manager shall attend meetings of the Paratransit Users Group, and the Transit/Paratransit Coordinating Committee. The Contract Manager will make every effort to attend meetings and/or conferences that the City deems relevant. The Contract Manager shall respond to complaints verbally to the complainant and by email to the City within 3 days of receiving a complaint. The Manager shall interact directly with the City representative and will be solely responsible for the submittal to City of all daily, monthly, quarterly, and yearly reports required under the Contract.
 - ii. Operator Supervisor/Trainer. CONTRACTOR shall designate at least one employee to serve as Driver Supervisor/Trainer. The CONTRACTOR shall furnish the City with a current roster of scheduled supervisors including all updates as changes occur.
 - iii. Evaluator. CONTRACTOR shall designate at least one employee that is knowledgeable about environmental barriers, functional, cognitive and psychiatric disabilities, medical conditions, prognosis and can conduct an in-person functional assessment. This staff member shall be the lead in the intake of Paratransit applications and provide for consistent an impartial determination of paratransit eligibility. The CONTRACTOR must ensure this employee is knowledgeable about federal ADA eligibility requirements and processes and industry best practices. This staff shall be familiar with medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities. This Evaluator may be a certified physical therapist, occupational therapists, rehabilitation specialists, orientation and mobility specialists, or a professional with training in cognitive and psychiatric impairments. The Evaluator will

determine whether and under which of the ADA-defined eligibility categories an applicant is eligible, including the need for a client to travel with a personal care attendant in order to successfully complete future paratransit trips. Evaluator shall identify, document, and recommend the eligibility level (conditional, trip-by-trip or full) and eligibility term (temporary, permanent or auto-renewal) based on the information available during the eligibility determination process. The CONTRACTOR shall identify specific conditions or trip types, if any, for which a client is ineligible to use paratransit service, e.g., trips for which the client is capable of using fixed-route transit. Evaluator will promote and inform paratransit applicants about the benefits of riding fixed route bus service and using the Bay area Clipper card (Adult, RTC, START, Youth and senior cards). Evaluator shall become highly familiar with the current paratransit rider policies and eligibility guidelines, paratransit area boundaries of regional paratransit providers (CityBus, Petaluma Transit, Sonoma County Transit, Golden Gate Transit), fixed route networks of the regional providers (CityBus, Petaluma Transit, SMART, Sonoma County Transit, Golden Gate Transit Amtrak, Greyhound and Mendocino Transit) and transit fare options of the City, as well as the local street networks so as to make the most informed recommendations on eligibility, taking into account such factors as distance from bus stops, access challenges, etc. Evaluator will inform and promote the benefits of travel training on fixed route and notify the City of eligible and ineligible clients that may benefit from a transit travel training program.

- iv. Dispatchers/Reservation Takers-Schedulers. The CONTRACTOR will provide dispatcher(s) as necessary to properly oversee the daily operation of the City's services. The dispatcher(s) will insure proper and efficient utilization of personnel and equipment to meet the Daily Manifest. At least one dispatcher will be on duty 30 minutes prior to the start of service and until the last bus pulls into the yard. At least one Dispatcher and one Scheduler will be available at peak call-in times (7-10 a.m.). A minimum of one Scheduler will be on duty every day in the afternoon/evening to assure accurate and efficient manifests for the next day of service. The CONTRACTOR must meet these minimum staffing requirements in addition to any staffing required to meet other performance objectives, including the performance standard for incoming call wait times.

Optional Weekday Dispatch Team. CONTRACTOR will provide an optional Lead/Assistant Dispatch structure. Lead Dispatcher's primary role would include ongoing schedule optimization, incident management, assignment of will-calls and same day requests and managing on-time performance. The Assistant Dispatcher's primary responsibilities would be to process bookings and negotiate pick-up times, assign unscheduled trips on day of service, and process cancellations. The Lead/Assistant Dispatch team would provide coverage between 8:00 a.m. and 5:00 p.m. Monday through Friday.

- iv. Operators. CONTRACTOR will provide as many properly qualified and trained Operators as are necessary to operate safely and efficiently any paratransit or deviated-fixed route vehicles used for the City Service. All Operators shall have the skill and temperament to operate a bus in a safe manner, and according to California State Law. The CONTRACTOR will train, qualify, and license each Operator in accordance with all applicable state and federal laws in the operation of any vehicle. CONTRACTOR will use its best efforts, consistent with any agreement between it and any labor organization representing its Operators, to assign Operators to the same service area for the sake of consistent service and excellent customer relations. Operator assignments will be such that efficiency of vehicles and manpower will be maximized in terms of the number of passengers carried.

4. QUALIFICATIONS OF PERSONNEL

CONTRACTOR will furnish such qualified drivers and dispatchers, reservation takers, supervisory, quality control, clerical, and other personnel as may be necessary to provide the City's service in a safe and efficient manner, and to broker supplemental service if needed.

CONTRACTOR will train all employees in such a way that ensures those employees are qualified to perform the tasks necessary to execute the duties in this contract. Additionally, all employees shall always have the proper medical/performance clearances and licenses under applicable state and federal laws governing the provision of public transit/paratransit. The City also reserves the right to require training, testing and other additional personnel qualifications beyond the minimal requirements of the law to ensure the utmost safety and security of the City's Paratransit customers. CONTRACTOR must maintain written documentation demonstrating compliance with all applicable laws and City requirements, and this documentation must be immediately available for City inspection upon request.

5. OPERATOR UNIFORMS

Operators will wear clean, pressed uniforms supplied by CONTRACTOR which will include a solid, button-up short or long sleeve sport shirt or blouse, solid, dark pants, (no denim jeans or sweats allowed), black shoes appropriate for use while handling and loading wheelchairs, dark over-garment as needed for weather protection, including, but not limited to, rain gear and a light jacket purchased by CONTRACTOR. Normal maintenance and upkeep is the responsibility of the employee. The City will approve any other uniform parts or accessories, such as City uniform baseball type cap, that adds to the professional appearance of Paratransit Operators. CONTRACTOR may also mirror the uniform policies of Santa Rosa CityBus; however, all uniforms provided to any employee of the CONTRACTOR must clearly show a non-removable emblem or other insignia indicating the employee's affiliation with the CONTRACTOR.

Vehicle operators' uniforms must include identification by ID number (see item Chapter IV Subsection 6.c.vi. below).

6. EMPLOYEE CONDUCT

- a. CONTRACTOR will ensure that all its employees present a neat appearance and conduct themselves in a courteous, efficient manner.
- b. City always has the right to inspect the performance of the CONTRACTOR'S employees. If the City finds any employee not to be courteous or not properly performing the services required by the Contract, the CONTRACTOR shall take necessary corrective measures consistent with any applicable provision of any agreement between it and a labor organization representing its employees.
- c. The CONTRACTOR will train all employees who are likely to be in contact with the public to give accurate information concerning all City fares and services. Additionally, Operators shall meet the following requirements and observe the following rules. All Operators shall:
 - i. Be courteous and sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job.
 - ii. CONTRACTOR must have staff that are knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.
 - iii. The CONTRACTOR will schedule operators in a manner that ensures a consistently high quality of service.
 - iv. Speak, understand, and write the English language and only use the English language when communicating on the two-way radio regarding service business.
 - v. Always wear a uniform during all service hours that is consistent with the uniform policies outlined in the Contract.
 - vi. All operators must have an ID number, which the operator must wear on the outer garment during all service hours (name badges are optional);
 - vii. Inform customers of his/her first name or ID number upon the request of the customer.
 - viii. Complete a daily pre-trip inspection report per CHP/state/federal regulations.
 - ix. Not eat, drink, or smoke aboard Vehicle at any time.
 - x. Avoid boisterous or profane language or incivility to anyone and never use profanities while talking on the two-way radio.
 - xi. Keep the vehicle clean and sanitary during the work shift.
 - xii. Immediately report any vehicle defects to his/her supervisor or dispatcher.
 - xiii. Use Vehicles only in accordance with assigned duties.
 - xiv. Conduct self and operate assigned vehicle in a safe and courteous manner.

- xv. Not allow anyone to solicit on the vehicle.
- xvi. Only allow a service animal (e.g., guide dogs) on vehicle and small animals in secure containers, consistent with fixed route restrictions.
- xvii. Refrain from speaking to anyone concerning an accident or similar incident unless it is to the Police, City staff, City Claims Adjuster or CONTRACTOR supervisory personnel; all information regarding an accident involving the City's service is confidential.
- xviii. Follow the route manifest and maintain time schedules to the extent possible and notify dispatcher if it becomes necessary to alter the order of pickups or drop off or if the driver cannot maintain the schedule.
- xix. Communicate to dispatcher (via the on-vehicle communications system) arrival and departure times at all pick-up and drop-off locations.
- xx. Notify his/her supervisor or dispatcher via the on-vehicle communications system of any schedule delay, including but not limited to passenger no-shows, and not talk bus to bus without direction from dispatch.
- xxi. Make all customer stops in a safe location and manner and only at designated stops unless otherwise authorized by dispatcher.
- xxii. Refrain from accepting gratuities of any kind.
- xxiii. Keep a daily log of departure times and number of customers boarding at pickup areas.
- xxiv. Honor special passes, collect fares/tickets, issue public timetables, issue bulletins and other materials, and perform occasional surveys or other actions as required by the City.
- xxv. Not carry or play any type of portable radio or wear headphones aboard vehicles whether moving or parked.
- xxvi. Carry and use as necessary a CONTRACTOR supplied deodorizer in each vehicle.
- xxvii. Secure all wheelchairs and scooters using the tie down systems in each vehicle.
- xxviii. Verbally identify his/herself to blind or visually impaired customers.
- xxix. Assist customers as needed and required by the ADA.
- xxx. State law prohibits the use of cell phones and/or text messaging devices while driving. If any report of this occurs and the City can verify the offence the CONTRACTOR shall take appropriate disciplinary actions.

7. SUBSTANCE ABUSE PROGRAM

CONTRACTOR shall require its prospective safety sensitive employees to undergo pre-employment drug testing, consistent with City policies and any applicable state/federal laws. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing, as required by FTA 49 CFR Parts 653 and 654, Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations. Such drug and alcohol tests will comply with Federal Transit Administration (FTA) regulations. If an employee fails a random, post-

accident, or probable cause test, CONTRACTOR shall inform the City's Paratransit Contract Administrator of the failure and of the actions taken within 24 hours of the event.

If the City approves a subcontractor for the delivery of services under this Contract, the CONTRACTOR will be responsible for administration of a substance abuse program for the subcontractor's employees engaged in the delivery of the City's service.

8. COLLECTION OF FARES

CONTRACTOR will collect all fares or other evidence of payment, including Santa Rosa Paratransit Tickets, the tracking of virtual tickets, cash and check pursuant to the fare structure policy established by City and CONTRACTOR prior to the start of the trip. The CONTRACTOR shall retain cash and check fares paid by customers at the door and use this revenue to offset a portion of the Contract's total cost to the City. The CONTRACTOR shall also establish formal, written, fare collection procedures that would minimize the potential for fraud. It is the sole responsibility of the CONTRACTOR to ensure the proper handling of fare payment transactions between its employees and customers, and the City reserves the right to inspect and audit the CONTRACTOR's fare collection procedures and cash handling practices at any time.

- a. CONTRACTOR will ensure that all Operators are aware of and adhere to the Fare Structure Policy. If a customer does not have a fare, or overpays a fare, the driver will communicate with the dispatcher in order to track future payment from customer at next schedule trip. City will track payments due to CONTRACTOR and may require CONTRACTOR to deduct a sum equal to the fare revenue lost due to issues related to the CONTRACTOR's employees or disregard of the Fare Structure Policy.
- b. Cash and check fares will be the responsibility of the CONTRACTOR. Responsibility of the CONTRACTOR means that the CONTRACTOR will collect consistently, account accurately, and transport safely all fare revenue. The CONTRACTOR will account for and report fare revenues to the City in the monthly reporting. The CONTRACTOR shall submit the report with the monthly invoices. The CONTRACTOR shall deduct the monthly cash and check fare revenue from amount the CONTRACTOR invoices the City in that given month.
- c. The CONTRACTOR will be responsible for tracking and maintaining a list of clients (provided by the City) who have purchased trips using the virtual ticket option. Each time a client takes a ride the CONTRACTOR will deduct a single ticket. The CONTRACTOR must be able to identify which trips a client used virtual tickets at the City or a riders request.
- d. Personal care attendants (PCA) shall ride at no charge. Serving companions shall not result in the occurrence of a trip denial for an eligible ADA registrant due to

capacity limitations. City will provide information on whether an individual Paratransit registrant requires a PCA via providing the CONTRACTOR with access to the Regional Eligibility Database

- e. The City allows fare free round trip transportation to the site for functional assessments in conjunction with the Paratransit registration process. The CONTRACTOR shall record these trips on the invoice as a “functional testing trips” in the monthly reporting as seen in **ATTACHMENT C: COST PROPOSAL**.

9. PARATRANSIT TICKET HANDLING PROCEDURE

CONTRACTOR shall collect Santa Rosa Paratransit Tickets used as full fare in lieu of a other fare, tally and bundle the tickets with the total number of tickets notated and return the tickets and tally to the City’s contract manager by the 10th day of the month. The CONTRACTOR will track a separate line item on monthly invoices for tickets, virtual tickets and cash/check fares. The City reserves the ability to provide the public with a mobile ticketing solution. The CONTRACTOR shall also track and manage the “vital ticket” records based on the on-line purchases managed by the City.

10. RECONCILIATION OF FARES COLLECTED

The City will reconcile cash/check fares, Santa Rosa Paratransit Tickets collected, virtual tickets and fare free rides to and from the eligibility assessment site and recorded by the CONTRACTOR with monthly records of completed trips by ADA registrants and companions. Shortfalls or negative variances between fares collected and completed trips will be reviewed with the CONTRACTOR, and if there are no records of fares not collected from specific passengers, cash fare and/or ticket shortfalls will be deducted from monthly invoice charges reflected in the CONTRACTOR’S invoice.

11. MONTHLY REPORTS

CONTRACTOR shall submit monthly reports and any other report required by this Agreement in the time and manner required in this Agreement. Unless stated otherwise in the RFP or Agreement, the CONTRACTOR will submit monthly reports to the City by the 10th day of the month. The below chart details the data requirements of the month reporting, the City will provide the excel document with formatting for the report out. The CONTRACTOR shall maintain back-up records to support reported data.

Per day Stats on the following	Per Month data
Booked Trips	Number of early pick-ups
In-advance Cancels	Number of late pick-ups
Same Day Cancels	Transfers w/ SCT & GGT

No Show and Subscription no-shows	One-Way Presumptive Trips Ride length report
Actual Trips	ADA Negotiation Option Refusal
Attendant/Companion	Capacity Constraint Denials
Revenue Miles	Missed trips
Deadhead Miles	Total Complaints
Revenue Hours	Total Commendations
Deadhead Hours	Road Calls for Mechanical Failure
Cash collected	Road Calls for Passenger Incidents
Tickets collected	Lift Failures
No Pays customers	Major Mechanical System Failures
Vehicles in Service	Other Mechanical System Failures
Subscription Trips	Vehicle Accidents Preventable
Evaluation Trip	Vehicle Accidents non-Preventable
Lift Trip	Client Injuries
PREPAID Trips	Major Accident Event
	Non-Major Accident Event
	Detailed description of each incident
	Phone system data of Average call wait time for service issues<1 minute
	Phone system data Number of days when a call exceeded 5 minutes
	Preventive Maintenance Compliance Report
	Number of Late PM's
	Average time per passage trip on vehicle
	Max trip time per passenger on vehicle
	Drug and Alcohol Monitoring MIS Report Quarterly

Eligibility Reporting	
Eligibility Breakdown	Missed interviews
Conditional	No shows
Denied	Cancellations
Trip by Trip	Incomplete applications
Temporary	Other stats
Unrestricted	Travel Training Candidates
Total	Presumptive Trip
Application Types	Longest daysScheduling to Appointment
Auto Renewals	Longest daysfrom Evaluation to Letter
New applicants	Number of complaints each month
Recertification	
Evaluation Breakdown	
Category 1	
Category 2	
Category 3	

The CONTRACTOR shall be responsible for maintaining a web hosted database that is compatible with the system available in the City, of all applicants, both eligible and ineligible. At a minimum, the database shall be capable of running the above reports and contain a tracking number, applicant’s electronic photo, name, address, telephone numbers, email, primary language, representative’s contact information (if any), date application sent, interview date, all eligibility determination information (e.g., eligible/denied), eligibility term (temporary, permanent or auto-renewal) and eligibly level (conditional or full), personal care attendant status, expiration date, preferred and secondary method of communication (phone, text, or email) and other essential information. *All information shall be kept confidential and in a secure environment.*

11. Additional report requirements upon request

- a. Tabulations of any in-person physical and/or cognitive functional test procedures and results.
- b. Total complaints and commendations (phoned and written) involving applicants, including the date, description and names of all parties involved.
- c. In addition to the above statistical information the CONTRACTOR must bring to the City’s attention the following (flagged for further discussion):
 - i. Suggestions for modifying, simplifying or improving the test procedures and results.
- d. Additionally, upon request the CONTRACTOR must make a customer applications details report available that details the date on which each customer scheduled their appointment, the date evaluated, the

eligibility determination, and the determination letter date.

13. NONDISCRIMINATION IN PROVISION OF SERVICE

In providing the services under this Contract, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, gender, national origin or disability. No person shall, on the basis of race, color, religion, gender, national origin, disability, or sexual orientation be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract.

13. EMERGENCY SERVICE RESPONSE

The CONTRACTOR will appoint key supervisor personnel to act as contacts and to coordinate disaster response activities, as required by the City of Santa Rosa. CONTRACTOR disaster response activities could include, but not be limited to provision of qualified drivers and the operation of City-owned vehicles as directed by the City's Emergency Operations Center or CityBus supervisory staff. Compensation shall be based on the number of vehicle service hours operated in response to a disaster as priced at the effective variable hourly rate defined in the CONTRACTOR'S cost proposal. CONTRACTOR shall train how to appropriately handle these situations. CONTRACTOR will do whatever is necessary to maintain business continuity during and following a catastrophic event. Please see

14. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The CONTRACTOR shall comply with all local, State, Federal laws that govern the administration of any part of the work in this document. The CONTRACTOR shall be in complete compliance with all laws imposed both solely on the CONTRACTOR as well as those imposed solely on the City. See **ATTACHMENTS I-M: APPLICABLE FEDERAL CLAUSES**

15. INSURANCE AND BONDING REQUIREMENTS

CONTRACTOR shall comply with the insurance and bonding requirements in **ATTACHMENT B: INSURANCE REQUIREMENTS**. City reserves the right to withhold payment of a monthly invoice and assess a penalty equal to the amount invoiced to the City for the service provided on each day that the CONTRACTOR is not compliant until the CONTRACTOR is able to achieve full compliance.

16. The CONTRACTOR will refer any public requests for information regarding Paratransit Service Policy to the City's designated Paratransit contact person.

17. The CONTRACTOR shall refer any public requests for information regarding any legal claim or legal issue to the City's designated Paratransit contact person for review with the City's legal representative.

V. CONTRACT PROVISIONS**A. COMPENSATION AND PAYMENT**

City will compensate CONTRACTOR for services rendered under the Contract at the monthly administrative charge and a charge for the number of Vehicle Revenue Hours. The CONTRACTOR must identify all costs with appropriate price in the Proposal. The CONTRACTOR shall provide a monthly invoice to City, which shall include the following:

1. PARATRANSIT SERVICE

- a. **MONTHLY ADMINISTRATIVE CHARGE (FIXED COST)** - This charge is a flat monthly amount that includes all fixed costs associated with operating the CityBus ADA Service (eligibility and paratransit operations). This charge includes, but is not limited to, management wages and benefits, dispatcher/scheduler/reservation takers/clerical/customer service staff wages and benefits, evaluator wages and benefits, radio equipment, frequency costs, scheduling/dispatch system software licensing, server fees, GPS/AVL wireless charges, telephone system, computer equipment, performance bond, office supplies, materials and supplies, insurance, start-up costs, management fee and profit, recruitment/training costs, and other fixed costs and equipment.
 - i. **ADDITIONAL ADMINISTRATIVE HOURS** - If the City requires the CONTRACTOR to provide additional administrative office staffing (such as additional reservation hours or additional dispatching hours) for expanded hours of services beyond those stipulated in the CONTRACTOR shall charge it at the hourly rate set forth in CONTRACTOR'S MONTHLY ADMINISTRATIVE CHARGE (FIXED COST) cost proposal. The charge shall include the additional wages and benefits for reservationists, dispatchers, clerical staff, and any other reasonable costs that by increases in the number of administrative hours can affect.
- b. **COST PER VEHICLE REVENUE HOUR (VARIABLE COSTS)**. This charge shall include the variable costs associated with operating a paratransit vehicle. It shall include the proportionate share of Paratransit Operator wages and benefits, maintenance wages and benefits, parts and equipment, and lubricants, physicals, uniforms, materials and supplies, and other variable costs associated with operating a paratransit vehicle.
 - i. The City will provide the fuel for Paratransit service vehicles at no cost to the CONTRACTOR.
 - ii. Under normal operating circumstances the CONTRACTOR can assume 16,500 revenue hours in year one of the contract.
 - iii. City will deduct from amounts otherwise owed to CONTRACTOR an amount equal to assessments imposed by City on the CONTRACTOR, plus any other amounts the City may be entitled to deduct and/or added under the provisions contained in Chapter IV, G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 8: Collection of Fares, Chapter V, 4: Liquidated Damages, and Chapter V, 5: Performance Incentives. The City will assess

incentive bonuses and/or penalties on a quarterly basis. The City will make payment one (1) month following approval of an invoice by the appropriate staff. The invoice shall cover all costs agreed upon under the Contract for those periods identified in each invoice.

2. DEVIATED-FIXED ROUTE SERVICE

- a. MONTHLY ADMINISTRATIVE CHARGE (FIXED COST) -This charge is a flat monthly amount that includes all fixed costs associated with operating the Oakmont service. This charge includes costs not covered by the ADA paratransit service. This charge includes, but is not limited to, management wages and benefits, dispatcher/scheduler/reservation takers/ clerical/customer service staff wages and benefits, radio equipment, frequency costs, scheduling/dispatch system software licensing, server fees, GPS/AVL wireless charges, telephone system, computer equipment, performance bond, office supplies, materials and supplies, insurance, start-up costs, management fee and profit, recruitment/training costs, and other fixed costs and equipment.
 - i. ADDITIONAL ADMINISTRATIVE HOURS - If the City requires the CONTRACTOR to provide additional administrative office staffing (such as additional reservation hours or additional dispatching hours) for expanded hours of services beyond those stipulated in the CONTRACTOR shall charge it at the hourly rate set forth in CONTRACTOR'S MONTHLY ADMINISTRATIVE CHARGE (FIXED COST) cost proposal. The charge shall include the additional wages and benefits for reservationists, dispatchers, clerical staff, and any other reasonable costs that by increases in the number of administrative hours can affect.
- b. COST PER VEHICLE REVENUE HOUR (VARIABLE COSTS) - This charge shall include the variable costs associated with operating the bus for the Deviated-fixed Service (including "Oakmont bus" and future service). It shall include the proportionate share of Operator wages and benefits, maintenance wages and benefits, parts and equipment, and lubricants, physicals, uniforms, materials and supplies, and other variable costs associated with operating vehicle(s).
 - i. Based on the description of the Oakmont deviated route service being required of the CONTRACTOR by the City in this RFP, and established time schedule and dates of operation, City estimates in Year One of the Contract there will be approximately 1,900 Vehicle Revenue Hours for the Oakmont service. Unlike the ADA paratransit service, the Oakmont service has remained at normal levels during the pandemic. The City does not expect an increase in annual Vehicle Revenue Hours during the contract.
 - ii. The City does not anticipate an increase in hours over the term of the Agreement for the Oakmont service but reserves the right to increase the hours for other deviated fixed route and dial-a-ride services at the same hourly rate as quoted for the currently estimated hours.
 - iii. City will deduct from amounts otherwise owed to CONTRACTOR an amount

equal to assessments imposed by City on the CONTRACTOR, plus any other amounts the City may be entitled to deduct and/or added under the provisions contained in Chapter IV, G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES, 8: Collection of Fares, Chapter V, 4: Liquidated Damages, and Chapter V, 5: Performance Incentives. The City will assess incentive bonuses and/or penalties on a quarterly basis. The City will make payment one (1) month following approval of an invoice by the appropriate staff. The invoice shall cover all costs agreed upon under the Contract for those periods identified in each invoice.

3. SUPPLEMENTAL VEHICLE CHARGES - Should the City deem the use of the CONTRACTOR'S supplemental vehicles as necessary to meet service demand, CONTRACTOR may charge the fully depreciated cost for the vehicle, pro-rated by day. The CONTRACTOR will reflect the variable costs associated with the operation of these vehicles in the ATTACHMENT C: SUPPLEMENTAL VEHICLES CHARGE PROPOSAL WORKSHEET.
4. LIQUIDATED DAMAGES - City shall have the right without prior notice to CONTRACTOR to make assessments against amounts owed by it to CONTRACTOR under the terms of the Contract as provided below. Each assessment contained in the Liquidated Damages Provisions shall stand on its own and may be cumulative. The application of one assessment shall in no way affect the application of any or all remaining assessments/incentives established herein.

The City may elect not to impose an assessment at its discretion. City's election not to impose or collect any assessment detailed above in any one instance will not act as a waiver of City's right to make such assessments or pay such incentives in the future. The assessments detailed in this Section in no way relieve CONTRACTOR of its obligation to satisfy each requirement under the terms of the Contract. Both CONTRACTOR and City agree that CONTRACTOR'S failure to meet its obligations under the Contract will result in financial injury to City which would be incalculable including but not limited to reductions, fluctuations or changes in funding received by City. The exact amounts of any such financial injury shall be extremely difficult to determine at the time. CONTRACTOR, therefore, agrees that the amount City owes to the CONTRACTOR under the Contract will be reduced as compensation to City for those financial injuries. Both City and CONTRACTOR agree the assessments detailed below are reasonable estimates of the damage City will suffer due to the shortcomings in CONTRACTOR'S performance to which they relate. Accordingly, City may, in its complete and absolute discretion and without any prior notice to the CONTRACTOR, reduce the amount it otherwise owes to CONTRACTOR under the Contract by the following amounts and for the following reason:

- a. Non-payment for the operation of revenue hours that exceed the monthly ceilings established by the City. The City will establish monthly revenue hour ceilings based on ridership estimates and the maintenance of an average 2.2-2.4 completed one-way passenger trips per vehicle revenue hour.
- b. In cases where the City finds the CONTRACTOR to not be in compliance with State and/or Federal law, the City reserves the right to withhold payment of a monthly invoice and/or

assess a penalty equal to the amount the CONTRACTOR invoices the City for each day the CONTRACTOR is not in compliance. This penalty shall continue indefinitely until the City finds the CONTRACTOR in compliance.

- c. Up to Six Hundred Dollars (\$100) per day for
 - i. 1) inaccurate reporting of data or 2) blatant disregard for reporting deadlines strictly required by state and federal regulations (i.e. NTD) governing the provision/delivery of service, until accurate data and reports are submitted. Such data would include passenger mile survey data that City may require CONTRACTOR to collect for NTD purposes.
 - ii. Every occurrence of a Trip Denial. See Section III: Contract Definitions for definition.
- d. The City will assess the CONTRACTOR \$2,000.00 for each Trip Denial not reported on the monthly performance report submitted to the City. This is in addition to the liquidated damages per occurrence of a Denial.
- e. Seven hundred dollars (\$700) per incident when a vehicle fails to pass Caltrans inspections or monthly compliance inspections conducted by the City.
- f. Five hundred dollars (\$500) per incident when the CONTRACTOR does not report an accident involving a revenue vehicle or an incident resulting in injury to a passenger within one (1) hour of the incident to the City's ADA Paratransit Contract Administrator.
- g. One hundred dollars (\$100) for each incident for:
 - i. Each day the CONTRACTOR fails to provide for a full complement of drivers to meet the required bus pull out;
 - i. Each incident of a missed trip (refer to Definitions Section "Missed Trip"). The City may waive this fee if the CONTRACTOR misses the trip due to the forces of nature;
 - ii. Each day the CONTRACTOR fails to have enough resources to cover Revenue Service needs (e.g., not enough vehicles);
 - iii. Each day the CONTRACTOR fails to employ and assign a Contract Manager to the services covered by the Contract. In the event the Contract Manager leaves his or her employment with less than two weeks' notice, the City will make this assessment until the fifteenth day following the notice of employment separation;
 - iv. Each incident when the CONTRACTOR has revenue vehicle maintenance work carried out by a subcontract without prior approval by the City.
 - v. Each incident where Passenger Ride Time exceeding 105 minutes.
- h. Fifty Dollars (\$50.00) per incident for:
 - ii. Each time a City employee observes a paratransit operator in revenue service without the proper uniform, or violates conduct directives outlined in Chapter IV, Subsection 5: Operator Uniforms and Subsection 6: Employee Conduct of this RFP.

- iii. Each instance that an individual experience a call wait-time more than 5 minutes. The current standard is not to exceed 5 minutes.
 - iv. Each occasion on which CONTRACTOR fails to notify City of a missed trip;
 - v. Each occasion on which CONTRACTOR fails to meet submission deadlines for any monthly performance and management reports, and any other report required under the terms of the Contract. This refers to on-time performance reports, missed and late trip reports, complaint, and any report agreed to under the Contract that relate to everyday performance and ridership. The City will assess this fee until the CONTRACTOR submits the reports (\$50/day);
 - vi. Each occasion on which CONTRACTOR fails to report inoperable safety and security equipment.
 - vii. Each incident of an operator or any CONTRACTOR staff falsifying a report (i.e. manifest times, miles, monthly report on-time performance, vehicle revenue hours, denials, missed trips, dispatch log, etc.);
 - viii. A very late trip is defined as a trip that is in excess of forty-five (45) minutes past the scheduled arrival time. The CONTRACTOR will provide extremely late trips free to the client. It is then the CONTRACTOR'S responsibility to cover the cost of that trip.
- i. Less than Fifty Dollars (\$50.00) per incident for:
- ix. Each late trip (31 minutes – 45 minutes) at fault of CONTRACTOR will require the CONTRACTOR to provide the trip to the client at no cost. The CONTRACTOR shall track trips meeting this definition each month and CONTRACTOR shall credit the City for the cost of these trips at \$3.00 per trip.

5. PERFORMANCE INCENTIVES PROVISIONS

To ensure scheduling efficiency and encourage the CONTRACTOR to use its financial and capital resources in the most cost-efficient manner, the City has established the following productivity standards:

- a. 2.4 completed one-way passenger trips/vehicle revenue hour (VRH): CONTRACTOR shall strive to provide at least 2.4 completed one-way passenger trips in a VRH.
- b. 99% on-time performance: CONTRACTOR shall strive to achieve a 99% on-time performance standard monthly. An on-time trip, as defined under this Contract, will be no more than thirty (30) minutes following the scheduled arrival time recorded on the daily manifest.
- c. The CONTRACTOR will receive an incentive bonus of
 - i. \$3,000.00 for each month that the number of completed passenger trips per VRH is 2.6 or higher, or
 - ii. An incentive bonus of \$5,000.00 for each month that the number of completed

passenger trips per VRH is 2.75 or higher. **The City will not pay productivity incentives will for any month if on time performance falls below the 99% minimum.**

- iii. Elevated on-time performance incentive.
 - i. \$1000 for each month (consistent with invoice period) that CONTRACTOR can verifiably meet or exceed 97% on-time performance for all trips where CONTRACTOR arrives within fifteen (15) minutes following the scheduled arrival time recorded on the daily manifest.
 - ii. Passenger Ride Time. \$1000 for each month if 97% of rider spend less than one hour on a vehicle during any one-way trip, with zero trips exceeding 90 minutes.

The City encourages the CONTRACTOR to establish an employee appreciation program that shares a portion of the performance incentive monies with CONTRACTOR employees. The CONTRACTOR will document this program in the CONTRACTOR Proposal.

VEHICLE LEASE AGREEMENT

City will lease to CONTRACTOR, for the fee of one (1) dollar per month per vehicle, a total of twelve (12) ADA accessible cutaway vehicles to be utilized as the primary vehicles in the provision of paratransit service and deviated-fixed route services for City.

The below list of vehicles that will be in service at the start of the contract on July 1, 2024.

Service purpose	Vehicle #	VIN #	Vehicle Type	Manufacturer	Model	Year Built	Body	Fuel Type	Length	Seating Capacity	ADA
Paratransit	24410	1FDEE4FL1EDA23914	Cutaway (CU)	FRD - FORD	E450	2014	Star Craft	GASOLINE	21'	10A/2W or 6A/3W	YES
Paratransit	24414	1FDEE4FL1EDA23911	Cutaway (CU)	FRD - FORD	E450	2014	Star Craft	GASOLINE	21'	10A/2W or 6A/3W	YES
Paratransit	24415	1FDEE4FL1EDA23913	Cutaway (CU)	FRD - FORD	E450	2014	Star Craft	GASOLINE	21'	10A/2W or 6A/3W	YES
Paratransit	24503	1FDEE4FL1GDC07317	Cutaway (CU)	FRD - FORD	E450	2015	Star Craft	GASOLINE	21'	10A/2W or 6A/3W	YES
Paratransit	24907	1FDEE3FS7KDC74224	Cutaway (CU)	FRD - FORD	E350	2020	Starlite	GASOLINE	22"	8A/2W or 2A/3W	YES
Paratransit	24908	1FDEE3FS5KDC74237	Cutaway (CU)	FRD - FORD	E350	2020	Starlite	GASOLINE	22"	8A/2W or 2A/3W	YES
Paratransit	24909	1FDEE3FS4KDC74181	Cutaway (CU)	FRD - FORD	E350	2020	Starlite	GASOLINE	22"	8A/2W or 2A/3W	YES
Paratransit	24910	1FDEE3FS9KDC74208	Cutaway (CU)	FRD - FORD	E350	2020	Starlite	GASOLINE	22"	8A/2W or 2A/3W	YES
Paratransit	24416	1FD FE4FNXRDD39128	Cutaway (CU)	FRD - FORD	E450	2023	Star Craft	GASOLINE	22"	12A/2W or 0A/6W	YES
Paratransit	24417	1FD FE4FN1RDD39177	Cutaway (CU)	FRD - FORD	E450	2023	Star Craft	GASOLINE	22"	12A/2W or 0A/6W	YES
Paratransit	24418	1FD FE4FN1RDD38918	Cutaway (CU)	FRD - FORD	E450	2023	Star Craft	GASOLINE	22"	12A/2W or 0A/6W	YES
Oakmont	New vehicle arriving July, 2024		Cutaway (CU)	FRD - FORD	E450	2023	ARBOC	GASOLINE	28'	20A/0W or 10A/4W	YES

CONTRACTOR will comply with all vehicle maintenance and insurance requirements agreed to under the Contract and RFP.

This agreement is on a Cross Termination basis; if the City terminates the Contract for paratransit service this agreement will automatically terminate on the same date.

Vehicles to be leased may change by the time agreement is executed.

SCHEDULING/DISPATCHING SOFTWARE

SCHEDULING / DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATION

INTRODUCTION

The City of Santa Rosa requires the use of scheduling software and/or any other information management system by the CONTRACTOR for ensuring operational efficiency, data management, and reporting from the start of the Contract term. CONTRACTOR shall obtain City approval prior to procuring and implementing an automated scheduling system, and the City reserves the right to specify the type or brand of scheduling software and information management system to be used by the CONTRACTOR. Above mentioned software must be compliant with City owned GPS/AVL equipment and applications. CONTRACTOR shall provide at least two references for other locations/contracts in which the scheduling software is fully implemented. The scheduling software shall enable the city and its contract operator to manage, schedule and dispatch its paratransit services with the highest degree of efficiency possible in light of the continuous growth in demand for these services.

The proposer must satisfactorily demonstrate that the proposed product is currently fully operational at other locations under similar conditions to those expected in the City of Santa Rosa, which include but are not limited to size of service area, number of clientele, number of trips taken, number of service hours operated, geographic features in a comparable service area, and traffic conditions within the service area. The product must have been in operation at these other locations for a sufficient length of time to be determined a dependable software system.

CONTRACT PERFORMANCE STANDARDS – SYSTEM FEATURES AND CAPABILITIES

- The system must be able to perform administrative, scheduling and dispatching functions without limits on the number of vehicles, passengers or size of service area.
- The system must accommodate management reporting and statistical analysis.
- The system must have the ability to perform client registration and reporting/billing for different program types.
- The system must be able to identify, manage and track trips for customers within several categories that might include both conditional and unconditional eligibility.
- The system must have the ability to perform order taking/reservations, scheduling/dispatching and routing in an advanced (one to eight days in advance) booked mode as well as same day mode and allow the user to schedule trip assignments or request computer assistance.
- The system must accommodate “subscription” service, restrict “subscription services during peak hours and track a wait list of customers desiring subscriptions service.
- The user must be able to define and adjust parameters within which reservations and scheduling functions occur. These parameters must be checked by the system as users schedule trips throughout the day.
- The system must be accessible by remote terminal from other city designated terminals and facilities.
- The system must be accessible from at least three workstations.

- The system must be able to interface with peripherals that may include but not be restricted to mobile data terminals, automatic vehicle location devices, automated fare systems, etc.
- The scheduling system provided in this contract must be the most updated version of a scheduling system readily available.
- The system must be able to provide notifications to customers via phone message, text and/or emailing. Notifications confirming appointment time, trip rescheduling, trip cancelations, notifications a trip arrival time on the day of trip, trip arrival time once driver is on route to pick up the client and notification of any changes to their trip.
- The system must rely on a tablet technology.
- The system should be able to provide drivers with the appointment times of passengers.
- The system shall have a passenger portal so that passengers can schedule, change and cancel their trips on-line, via text and/ or email.
- The system shall have module for facility and care works that allow authorized personnel to schedule, change and cancel trips for multiple customers.

FUNCTIONAL REQUIREMENTS

- The system shall provide hardware and software that provides for automated scheduling and dispatch for the city's paratransit services based on vehicle position, capacity, passenger load and currently assigned route using computers, wireless communications, and graphic displays.
- Software shall allow the dispatcher to establish a screening criterion so that the scheduling software will give a preference to matching a passenger with either a type of vehicle or a group of people when scheduling a ride.
- Software shall track and store vehicle capacity and vehicle usage per vehicle type in a database.
- The software ride match algorithm shall select the best vehicle to satisfy a ride request based on current vehicle location, its current destination, how close it will come to the passenger's pick-up point within the specified pick-up time and if it can reach the passenger's drop off point within the passenger's specified drop off window. After a vehicle has been nominated, the algorithm will then review the current trips on-board to see if the addition of the new ride will adversely impact on current riders.
- The dispatcher's workstation software shall enable the dispatchers to send trip assignments to drivers using data message.
- The software shall support route deviation service and shall allow the user to specify geographical polygons at various points along the route that deviations are allowed.
- The software shall support a coordinated transfer between Santa Rosa CityBus' fixed route and paratransit services and shall be able to interface to external databases to download fixed-route schedules.
- The software shall predict the time of arrival at a specific pick-up location accurately +/- 2 minutes when the vehicle is at least 15 minutes from the pick-up location.
- The software shall determine a valid ride match in less than 2 minutes and on the average of 60 seconds for Santa Rosa Paratransit service.

Functional Requirements: Summary

Functions	Characteristics / Features
Client Registration	Look-up by name or ID (or portion thereof) Auto or manual ID assignment Address/phone, sections for home, mail, Emergency contact E-mail Language Gender Birth date Extensive eligibility application and certification tracking By service & program type Mobility, impairment, disability codes Up to five sponsors (agency affiliation) Expiration/suspension of both program and service eligibility Date last served.
Common Addresses	Up to 15 characters Home and Pick-up
Registered Trips	Automatic registration Used as templates for trip requests. User-specified threshold for automatic deletion Passengers can schedule, change and cancel trips on-line. Module for authorized personnel to schedule, change and cancel trips for multiple customers.
Automatic Geocoding and Mapping	Used to auto zone client addresses. Common addresses, trip origins and destinations Used to determine eligibility of client and trip. By service & program type
Schedule Specification	Master schedule (standing orders, wait list) Dated schedule (standing orders, occasional trips) Working schedule (copied from master or dated) User definable driver contract rules
Vehicle Run Specification	Start and end times and zones. Intermediate time points and zones (waypoints) Schedule into master, dated or working schedules. Special runs automatically created by system: Holding runs Cancellation runs. Refusal runs. Potential third-party/vehicle-for-hire runs.

<p>Trip Reservations</p>	<p>Reservations for all trips taken on same screen. Standing orders (subscription trips), wait list, Occasional trips (schedule now or later) 1 to 7 (or more) days in advance Same day One-to-many, many-to-one and charter trips Passengers can schedule, change and cancel trips on-line. Module for authorized personnel to schedule, change and cancel trips for multiple customers. Provide notifications to customers via phone message, text and/or emailing. Notifications confirming appointment time and notification of any changes to their trip.</p>
<p>Automated, Real-Time, Interactive Trip Scheduling</p>	<p>Scheduling completed while client is still on the phone. 2-minute average – reservation through scheduling Scheduling always deferred subscription trips (standing orders) Immediate or deferred scheduling for occasional trips Users may ask the system for run suggestions. User may accept, modify, or override suggestions. Suggestions displayed on computer map. Suggestions show before and after productivity. Scheduling algorithms to reflect: Zone to zone travel time User-specified service standards Vehicle capacity Operating hours Shows what has been scheduled already. Vehicle availability and waypoints Decision rules Computer map display to determine proximity to accessible conventional transit (route overlays) Multiple leg solutions (transfer/interface between paratransit and CityBus fixed route services provide notifications to customers via phone message, text and/or emailing notifications a trip arrival time on the day of trip and notification of any changes to their trip</p>
<p>Brokering</p>	<p>Input of CONTRACTORS, rates and hourly trip caps Equivalent trip allocation based on caps. May override to assign to preferred carrier</p>
<p>Dispatching</p>	<p>Dispatchers to have scheduling access to <i>today's trips</i>. May schedule <i>ASAPs</i> and <i>Will Calls</i> Real-time updates to vehicle schedules Dispatcher monitor prompts for pending actions Must be compliant with City owned GPS/AVL equipment and applications. Optional interface with third party vendors including Mobile Data Communication Systems, IVR, etc.</p>

Confirmations and Cancellations	May cancel trips for any schedule. May place temporary hold on standing orders. provide notifications to customers via phone message, text and/or emailing notifications a trip arrival time on the day of trip and notification of any changes to their trip.
Trip Data Input	Run-specific in-service/out-of-service times. Run-specific in-service/out-of-service odometers. Stop-specific times and odometer readings. Driver and vehicle assignments Optional data capture from in-vehicle MDT's
Driver Tracking (CONTRACTOR/sub-CONTRACTOR, etc.)	Badge number, personal information All training, testing, licensing, accident, etc. info. Optional driver management functionalities to address runs, timekeeping, export functions, etc.
Incident Tracking	Complaints, accidents, commendations All incident reports available as printouts
Security and User Logging	Each user unique login and security level Multiple or user defined security levels Scheduling actions traced and logged by user ID
Error Checking	Data entry errors Must take some action on return trips. Double-booking identified automatically. Exceed capacity or service hours. Run time violations/revisions
Utility Functions	Archiving, purging, file reorganization. User defined capabilities
Reports	Client lists (by last name or ID) Client expiration list Client subscription trip list (by last name or ID) Mailing labels (by postal code, municipality, etc.) Client statistics (reservations trips, cancellations) Common names (common addresses) Run availability (10-minute intervals with zones) Vehicle hours summary (in/out of service, drivers) Driver sheets (stop-by-stop) Time distribution (trip activity per half-hour) Subcontractor hours/trips summary Unposted/posted trips and data Vehicle mileage summary (actual vs. calculated) Carrier billings and cancellations Trips report Period recap/historical data User writeable reports
Hardware / Operating System	PCs up to and including Windows 8

Client Registration

Detailed information regarding client records will include client name, client ID, three address/phone sections, gender, birth-date, PCA requirement, mobility code (e.g., walker, wheelchair), impairment code (e.g., blind, deaf), disability code (e.g., arthritis, seizures), up to five sponsors, expiration/suspension date, date last served (to be automatically tracked by the system), and additional program-specific or confidential information. Describe the windows to be used to allow entry of extensive information pertaining to applications to register for Santa Rosa paratransit. The system must permit automatic or manual assignment of client IDs to reflect temporary or visitor registration and flag the expiry of such registration. When searching for a client record, a user will have the ability to enter a last name or an ID or may enter a portion of either (as a request parameter), and then select the desired client from the ensuing list of clients that meet the request. Once a client record is found, a user must have the ability to update the record, confirm or cancel a scheduled trip (from any schedule), book a trip request, or review the trip making history of the client. Each time a client's file is modified, the update time and date are to be recorded on the file. A "history" file will log the operator identification of the person who made the change. The client history display will include client statistics including data on the number of trips, cancellations, service refusals, and no-shows for the current period, the preceding period, the current year, and the preceding year.

COMMON ADDRESSES

A common address feature will allow for the use of a code to represent frequent origins and destinations, including senior residences, hospitals, clinics, shopping centers, etc. and identify specific entrance or pick-up locations. When a common address is entered in an address field, the entire address (including any notes regarding a specific entrance or pick-up/drop-off point) and zone are to automatically be entered by the system. Common address codes shall be able to be used in the client record or in the origin or destination fields for any trip request.

AUTOMATIC GEOCODING

The software must provide automatic geocoding. With automatic geocoding, the entry of an address of a new client or new trip will result in the system finding the latitude/longitude and zone in which the address resides. Describe the capabilities and requirements for the street segment (geocode) file and mapping data sets. Proposals shall reference the possibility of utilizing Santa Rosa's city-wide map database.

REGISTERED TRIPS

A registered trip is a unique trip that a client has made before. As each client makes a new trip, their trip is to automatically be added to that client's list of registered trips. In addition, all notes (e.g., ENTRANCE AT REAR) are to remain with the registered trip record. Once a client has a registered trip (or trips), any such trips are to be available to be used as a template for entering the trip request (for an advanced booked or occasional trip) by simply selecting the trip from a list of that client's registered trips. This list will be automatically displayed for the user whenever the user chooses to book a trip request for a client. A passenger portal shall be available to passengers on-line so that passengers can schedule new and registered trips that are associated with the client's record. A delegate module shall also be available on-line for case-managers for a facility in order to book for all customers in one house. Specify the number of registered trips that can be defined for each client.

MASTER, DATED, WORKING AND HISTORIC SCHEDULES

Describe your capabilities to generate and maintain:

Master schedules to keep track of subscription trips on specific days of the week. Describe how far in advance this process can be done. The software shall also be able to address temporarily cancelled, expired or not yet been scheduled into a run, subscription trips.

Dated schedules shall allow the user to “wait list” subscription trip requests. Dates schedules will be created for a date and are to allow the scheduling of advanced booked trips to be scheduled immediately following the trip reservation (i.e., in real-time, while the caller is still on the phone). There is to be the option of deferring the scheduling the trip.

Working schedules are to allow for the creation of holiday schedules, training exercises, etc.

Historic schedules are to allow users to reflect from yesterday back.

Vehicle Run Specification

A vehicle run is defined as a continuous period or piece of work. A unique run number that can be used to identify a run with a specific Subcontractor shall define each run. Runs will be registered giving information on operating times (pull-out and pull-in) and vehicle type (which will determine seating capacity). There will be the ability to assign runs to certain areas of the Santa Rosa paratransit service area. There will be provision for special runs for trips assigned to taxis or other non-dedicated vehicles that may be utilized. The creation of holding runs (for trips to be scheduled at a later time), cancelled runs (for trips that are cancelled), and refusal runs (for trip requests that cannot be accommodated) are to be addressed.

TRIP RESERVATIONS

The trip reservation process is used to define the following information for each request: client number, client name, pickup address and zone, destination address and zone, number of ambulatory and wheelchair positions required (including PCAs and companions), requested day and time, trip purpose, etc. Trip requests can be of several types: subscription, advanced-reservation, and same day. The system shall also be able to accommodate “will-call” return trips. Advance reservations can take place up to 7 days in advance. The system must be able to accommodate scheduling of various kinds of group trips. The system shall have a passenger portal so that passengers can schedule, change and cancel their trips on-line. Once a trips is scheduled by the client whether over the phone or on-line, the system must automatically generate a notification via phone call, text and/or an email, as specified by the clients, as a confirmation of trip reservation. Any changes to the appointment time shall automatically generate a notification.

AUTOMATED, REAL-TIME TRIP SCHEDULING

Describe capabilities to address run suggestions reflecting user-specified service standards (maximum travel time, average load time, acceptable pick-up/drop-off windows, etc.), vehicle capacity, vehicle type, operating hours, as well as vehicle availability and location based on trips already scheduled. For each run, pertinent and up-to-date statistics including productivity, slack time, and the number of trips deviating from their confirmed departure or arrival times, will be displayed. Describe how travel times used in the scheduling algorithm are calculated and what independent adjustments can be made (i.e., to reflect rush hour, etc.). Describe scheduling features to address:

- Identical stops: match two stops (from different trips) that have identical registered place names or identical addresses and that are reasonably close in in-time; and
- Anchoring: an anchored stop is one that will not be moved by the scheduling algorithms.

FEDERAL TRANSIT ADMINISTRATION FEDERAL CLAUSES**ACCESS TO RECORDS AND REPORTS**

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not

be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATAIntellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance,

(2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time]

in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies: Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FEMA FEDERAL PROVISIONS**A. Definitions**

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that

Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
 - (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system; and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. Reporting requirement.
 - (a) In the event the contractor identifies covered telecommunications equipment or services

used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

- 1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- 2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Paratransit Eligibility, Paratransit Service and Deviated Fixed Route Service

City of Santa Rosa



Submitted To:

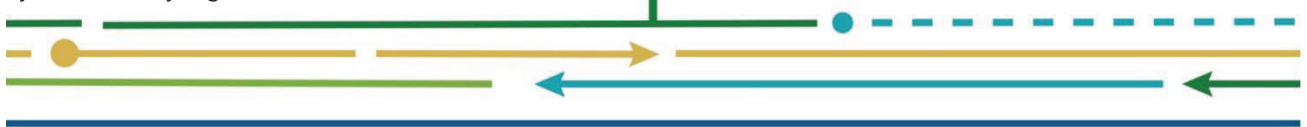
City of Santa Rosa

Yuri Koslen, Transit Planner, Transportation and Public Works Department, Transit Division
45 Stony Point Road
Santa Rosa, CA 95401
(707) 543-3335
ykoslen@srcity.org

Submitted By:

MV Transportation, Inc.

2711 N. Haskell Avenue
Suite 1500 LB-2
Dallas, TX 75204
(972) 391-4600
www.mvtransit.com



MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.





March 6, 2024

Yuri Koslen, Transit Planner, Transportation and Public Works Department, Transit Division
City of Santa Rosa
Transportation and Public Works
45 Stony Point Road
Santa Rosa, CA 95401

Re: Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service, RFP
#R165079

Dear Yuri Koslen:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates (or MV) greatly appreciate the opportunity to respond to the City of Santa Rosa's Request for Proposal Number R165079 for Paratransit Eligibility, Paratransit Service and Deviated Fixed Route Service.

MV's proposal outlines our extensive experience operating in Santa Rosa, as well as its expectations and challenges. Our proposal contains enhancements that focus on improving service quality and efficiency through greater call coverage, passenger self-service options, seamless eligibility service integration, and digitized operations. Backed by nearly 30 years of combined local experience, our highly stable and exceptional team is committed to serving Santa Rosa and its riders. With our unparalleled experience, dedication to service excellence, innovative solutions, and seasoned local team, MV is the ideal partner to meet Santa Rosa's transportation needs effectively and efficiently.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. MV's proposal honors all its Teamsters Local 665 and knows the true operating costs in this market. The company is confident that its proposed operating approach offers the best value for the City.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

We always place the safety and security of our passengers, employees, and communities above all else. We work collaboratively within our workplace, business partnerships, and community to improve quality of life. We strive to pursue new ideas to bring value to our customers.

MV acknowledges receipt of Addenda:

- Addendum #1, dated February 27, 2024.

The proposal price will be valid for a period of 120 days. Our office located nearest Santa Rosa is 750 Mason Street, Suite 105, Vacaville, CA 95688, and (707) 305-8335, and the office from which MV will manage the contract is 77 W 3rd St. Santa Rosa, CA 95401.

MV confirms we accept the "Agreement to Contract and Insurance Requirements" and "Agreement to Federal Clauses" and are willing to sign the Agreement.

I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). The Contracting Party will be MV Transportation, Inc. if awarded the contract.

Your primary contact for this procurement is Senior Vice President Dennis Shipman, who can be reached at (303) 956-4413 or dennis.shipman@mvtransit.com. Additionally, Joe Escobedo, senior vice president, will serve as your secondary contact; you can contact Joe at (623) 340-3209 or joe.escobedo@mvtransit.com.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service. We look forward to working with you throughout this procurement.

Sincerely,



Dorothea DePrisco
Assistant Corporate Secretary

2. Background and Project Summary

The Background and Service Summary Section should describe the Proposer's understanding of the City, the scope of services, and the objectives. Refer to Scope of Services of this RFP.

Executive Summary

The City of Santa Rosa (the City) seeks a contractor who can match performance levels to its impressive high-performance transportation system. The City continually strives to improve the rider experience and seeks a contractor that enthusiastically pursues on-time performance, system productivity, and short rider times.

MV Transportation has been operating in Santa Rosa since 1986, with the North Bay Regional Center (NBRC) contract, which was only our third division at the time. Over the next few decades, we have grown substantially, becoming one of California's largest paratransit service providers. By co-locating the City's contract with the NBRC contract at MV's Santa Rosa facility, the City benefits from reduced costs and shared resources.

Opportunities for Continuous Improvement

The City and MV have been partners since 2002. We understand how to operate the paratransit and deviated fixed route services effectively and serve the community at the level of excellence the City expects. MV is grateful for this partnership, but we do not take it for granted. Every renewal or extension with the City is an opportunity to further refine and improve upon our service by bringing fresh perspectives and technology solutions to support heightened expectations from our riders. We have the built-in resources to respond to change with excellence:



New capabilities: Passengers are looking for a self-service booking and cancellation solution and to communicate the estimated arrival time. TripSpark notifications module introduces enhanced features such as outbound calls and SMS notifications for trip updates. The TripSpark passenger portal also offers a user-friendly web application for passengers, allowing self-service trip booking, management, and monitoring. This solution empowers passengers to manage their travel plans efficiently while enabling schedulers to adjust routes dynamically, resulting in more effective resource allocation and improved service reliability.



Right-sized staffing: Every operation faces resource constraints. MV has mitigated operator shortages by securing a new collective bargaining agreement (CBA) with the Teamsters Local 655 in alignment with market wages.

The new CBA begins July 1, 2024, covers operators, dispatchers, road supervisors, mechanics, and utility personnel, and expires in 2029.

The CBA illustrates our strong working relationship with Teamsters Local 665, where we established market rates and improved benefits that better enable our personnel's successful recruiting and retention. Further, MV has included an eligibility resource for the new term, and this person is accounted for in our staffing plan. This resource will seamlessly integrate without disrupting the existing service.



New efficiencies: The City's internal operations will be digitized, equipping technicians and road supervisors with cutting-edge tablets for enhanced efficiency and environmental sustainability. A paperless shop, our technicians, and road supervisors with MV laptops or tablets will streamline communication, improve maintenance and repairs, and promote sustainability and data-driven decision-making.

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Safety improvement: The continued use of DriveCam, a safety monitoring tool, and the deployment of Mobileye for collision avoidance represents a steadfast commitment to enhancing safety across the City's operations. MV strives to create a safer environment for its employees and Santa Rosa through the proactive monitoring of operator behavior and advanced collision avoidance systems.



Elevated customer service: Reducing abandoned call rates can tremendously impact customer service. We are adding a dispatcher to reduce the abandoned call rate, which will improve responsiveness, enhance customer service, increase efficiency, and help build a positive reputation.



Enhanced productivity: Our professional services team will conduct a comprehensive system review of the current Trapeze parameter settings to ensure accurate speeds and make necessary adjustments. We will refine our scheduling targets to optimize routing productivity and implement proactive trip management best practices during live day service operations.

Service Continuity

MV is committed to serving the community with reliable, safe, and efficient transportation services that meet the diverse needs of residents. While we will be pursuing continuous service improvement, important tenants of MV's Santa Rosa Service will stay the same:

- **Outstanding management you know and trust** -General Manager Mohamed (Mo) Ali has been at the Santa Rosa site for five years, and our experienced Maintenance Manager Nga Prachittham has been serving Santa Rosa for 12 years; together, Mo and Nga embody stability and expertise. Safety and Training Manager Nicole Arenda brings three years of valuable service experience, complemented by the extensive nine-year tenure of Lead Dispatcher Yesenia Mora.

- **Staying responsive to Santa Rosa's needs** - The City has partnered with MV for over two decades. We understand the value of reliable transportation, as demonstrated by our commitment to the community. Our teams' frequent acts of kindness reflect MV's values and reinforce its role as a trusted partner in meeting the transportation needs of the City's residents.

- **Significant corporate support in the local area** - Former Santa Rosa General Manager Peter Edwards is now MV's Regional Vice President for Northern California. He lives in Sacramento and leads the Regional Support team. The Professional Services Team will continue to support Trapeze technology for the Santa Rosa site. Through direct customer feedback via customer satisfaction surveys, we identify challenges and take any opportunity to improve efficiency and customer satisfaction.

- **Providing Supplemental Service** - MV will provide an additional supplemental service vehicle to support the City's needs. The addition of this vehicle will optimize service delivery, streamline operations, and ensure the City can meet changing service needs.

- **Efficient, Highly Functioning Site** - We will continue to operate service from a fully functioning, fully equipped operations and maintenance facility located in the City of Santa Rosa as required by the request for proposal (RFP) by co-locating two

Exemplary Service: Going the Extra Mile



General Manager Mo Ali demonstrated **exceptional compassion and customer dedication** recently when a long-time paratransit rider who is

visually impaired was delayed by a Greyhound bus. Mo drove the 60 miles to Oakland to ensure the passenger's safe return home to Santa Rosa.

Zero Disruptions

No transitions. No changes to the service. No impact on the passenger base.

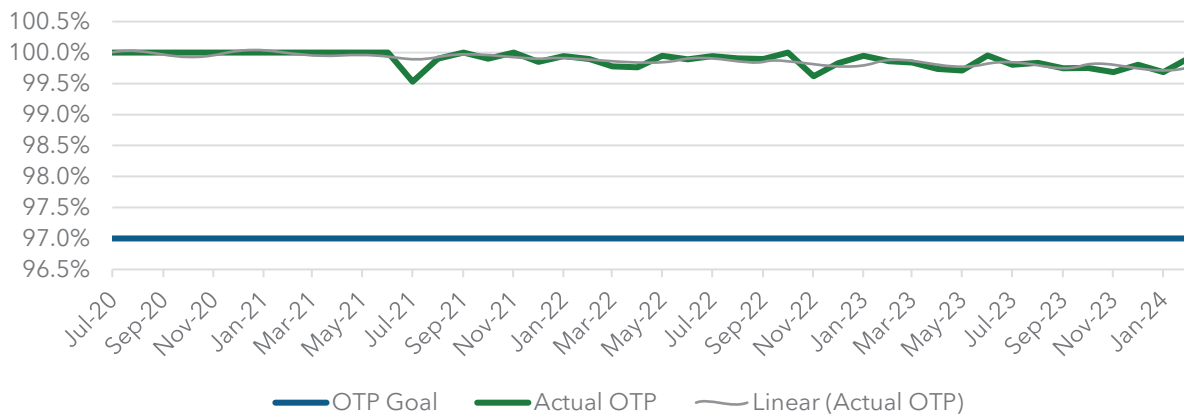
contracts at MV's Santa Rosa site, the City benefits from reduced costs and shared resources.

Continued Pursuit of Excellence

Our team understands transit's vital role in connecting people to essential services. With this understanding, we continually optimize scheduling to transport the most passengers each hour, address challenges such as operator shortages, or enhance customer service to reduce abandoned call rates. We are invested in the well-being and prosperity of Santa Rosa, and we remain steadfast in our commitment to providing high-quality transit services that contribute positively to the community's mobility and overall quality of life.

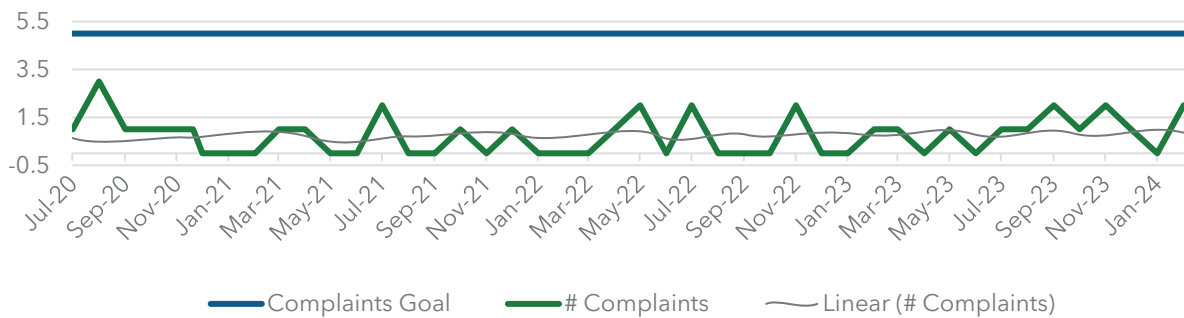
MV's dedication is reflected in our current work operating the service. MV continues to exceed the City's goals, including on-time performance, productivity, and complaints.

Santa Rosa On Time Performance



Maintaining a 99 plus percent on-time performance average over the past four years demonstrates our acute attention to scheduling and operational efficiency, ensuring passengers can rely on our services to arrive punctually. This level of consistency fosters trust among residents and businesses, reinforcing our position as a dependable transit provider in Santa Rosa.

Santa Rosa Validated Complaints



Our low complaint average of 0.58 over the past 3.5 years underscores our commitment to customer satisfaction. By actively addressing concerns and feedback from passengers, we continuously strive to enhance the quality of our services and improve the overall experience for riders. This dedication to listening and responding to the community's needs underscores our commitment to providing a high standard of service excellence.

MV's consistently impressive on-time performance average of 99 plus percent and remarkably low complaint average of 0.58 over the past 3.5 years testify to our unwavering dedication to Santa Rosa's transit services. Further, as MV continues to enhance productivity, Santa Rosa's transit system stands to benefit from improved service levels, increased efficiency, and, ultimately, a more satisfying experience for passengers.

Moving Forward With MV

MV's extensive experience operating Santa Rosa's paratransit and transit services since 2002 uniquely positions us to continue delivering value. We have a deep understanding of the community, its expectations, and the challenges it faces.

Our proposed solution offers several enhancements aimed at improving service quality and efficiency. These include greater call coverage, passenger self-service options, seamless integration of eligibility services, and digitizing operations for enhanced operational efficiency.

Our highly experienced local team has nearly 30 years of combined experience in Santa Rosa. They are stable, exceptional, and committed to the City and your riders.

MV's unparalleled experience, dedication to service excellence, innovative solutions, and seasoned local team make us the perfect partner to continue serving Santa Rosa's transportation needs effectively and efficiently.

Consistently Exceeding Your Goals

Over 99% on-time performance average

5-year average operator tenure

0.58 low complaint average

3. Methodology

The Proposer shall provide a detailed description of the approach, timeline, and methodology they will use to accomplish the Scope of Services of this RFP.

A. Operations

Service Day Start

The opening dispatchers and members of MV's supervisory teams report to the facility 30 minutes before the first pullout. They check the office voicemail and email for cancelations and operator call-outs, make the necessary changes to Trapeze, and arrange for extraboard coverage.

When the operator reports to the facility, the dispatcher checks the operator's medical card, ID, and VDD. The dispatcher maintains a log of each operator's scheduled start and end times for the day. As each operator reports for work, the dispatcher records the arrival time on a service log and in Trapeze.

The dispatcher hands the operator their manifest, provides any written notices regarding service adjustments, changes, or announcements, and performs a fit-for-duty review. This review includes a uniform check, a reasonable suspicion evaluation, and a review of each operator's license.

Safety through Daily Inspection

After the operator checks in with dispatch, they proceed to the yard and locate their assigned vehicle. When the operator arrives at the vehicle, they initiate the pre-trip inspection using MV's standard forms. The operator must document all inspected areas of the vehicle and inspection results.

Safety From the Start

MV employs a number of safety checks before the vehicle leaves the yard:

Fitness for Duty Checks: Face-to-face review to acknowledge that the operator is physically able to perform their job with our passengers in mind.

Safety Messages: Visual and audio reminders to make the right choice regarding safety.

Pre-Trip Inspections: Daily vehicle checklist of safety-sensitive items before the vehicle leaves the yard.

During peak pullout periods, at least one supervisor is in the yard to monitor these inspections, respond to operators' questions, and coordinate a timely pullout.

If the operator detects a safety issue with the vehicle, they notify a dispatcher and the yard supervisor.

If we must pull the vehicle from service, the operator is assigned a new vehicle. The operator turns in the pre-trip paperwork to maintenance or the yard supervisor, and the dispatcher communicates the issue to the on-duty mechanic.

If the issue is minor and we can rectify it in the yard, our team will immediately repair it.

If the vehicle passes the inspection, the operator holds the completed pre-trip inspection form and returns it to dispatch at the end of their shift.

Planning for Contingencies

A core component of in-service reliability is the appropriate deployment of backup service. We maintain service reliability by maintaining pre-tripped backup vehicles at the operating facility.

MV stages pre-tripped backup vehicles at the operating facility. These vehicles are available for use in a service disruption, such as a vehicle incident or roadcall.

On-Road Operations

We have equipped each vehicle with the DriverMate-enabled tablet, which guides the operator along the route. This software provides full-service Mobile Data Terminal (MDT) functionality, with real-time, two-way communication with the Trapeze Dispatch software.

The operator notifies dispatch when they leave the yard by indicating so on the tablet. The DriverMate app guides the operator along the route, notifying them of the next scheduled stop. As the operator performs trips using the arrive/depart notifications, they are transmitted to Trapeze, and then the route is updated. The dispatch team actively monitors the route using the Trapeze Automated Vehicle Locator interface.

Uniforms and Identification Standards

Uniforms must project a professional image and represent the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service brand.

We require all vehicle operators and road supervisors to wear a uniform provided by MV comprising:

- Five shirts;
- Five pairs of shorts for summer wear and one beanie;
- One jacket; and
- One hat.

In addition to the MV logo, the shirts, jackets, and hats will also have the City logo if approved by the City.

Uniforms are always kept clean and neat. While on duty, operators wear photo identification badges with their names and badge numbers clearly visible. All items are collected from any operators being separated from MV.

When the operator arrives at each stop, they provide door-to-door service as required. If the passenger does not appear, the operator alerts the passenger of their arrival. If the passenger still does not appear, the operator follows our standard no-show procedures described below.

As passengers board, the operator asks each for a valid fare, and they log the correct fare payment or non-payment on the DriverMate app. The operator follows the manifest and DriverMate app; they contact dispatch to correct it if there is a discrepancy. We train all operators in system fare policies as part of our operator training.

No Shows

If the passenger does not appear, the operator alerts the passenger of their arrival. If the passenger still does not appear, the operator requests that the dispatcher contact the passenger. The dispatcher confirms that the operator is at the correct location using the AVL. The dispatcher authorizes a no-show if the passenger does not arrive within five minutes and the operator has arrived within the on-time window. They document the no-show in the tracker notes (including the phone numbers they called to attempt contact and a physical description of the location) and instruct the operator to proceed to the next stop.

Mobility Device Securement

Properly securing passengers in mobility devices is an essential skill we reinforce throughout an operator's career. All MV locations require operators to undergo mobility device recertification each year of their careers.

Operators always request the passenger's permission before touching or moving their mobility device. They communicate with the passenger throughout the boarding and securement process, clarifying what they wish to do before taking action.

When a passenger in a mobility device is ready to board, the operator confirms that the vehicle is in the park position, engages the parking brake, and powers on the lift. Ensuring the mobility device area is free of hazards and ready for the passenger, the operator removes the lift cover (if applicable) and exits the vehicle with the lap/posey belt in hand. The operator then opens and deploys the lift.

The operator introduces themselves to the passenger at eye level and confirms that it is the correct passenger. They then

request permission to inspect the mobility device brakes to ensure they are in good working

Deviated Fixed-Route Service

The City's deviated fixed-route services extend accessibility by allowing buses to deviate from their regular routes within a certain radius to pick up or drop off passengers with disabilities who are unable to access standard bus stops. Integrating deviated routes within the paratransit system and fixed-route services ensures that individuals with disabilities have equitable transportation options. The operator will temporarily veer from its standard fixed-route to accommodate the passenger's pickup, then seamlessly resume its regular course.

condition. If the brakes are not in good working condition, the operator brings the issue to the passenger's attention and makes a note on the manifest.

With the passenger's permission, the operator secures the passenger's lap belt. The operator must notify dispatch if the passenger refuses the lap belt/restraint.

Once secured, the operator notifies the passenger that they are about to move them. The operator then backs the mobility device onto the lift. If the device is electric, the operator turns off the power; if it is manual, the operator locks the brakes. The operator informs the passenger that they are about to move the lift and engages it.



On the vehicle, the operator backs the passenger into the seating location, secures the mobility device with a four-point tie-down, and then secures the passenger using a lap and shoulder harness. If the passenger refuses the lap/shoulder harness, the operator notifies dispatch and activates DriveCam to record the refusal.

Upon securing the passenger and the mobility device, the operator gently shakes the mobility device to confirm it is secured and tight. They then stow the lift and close the door. They replace the lift cover (if applicable), return to the operator's seat, and power off the lift.

Dispatch Monitoring and Control

The dispatch team actively monitors on-road issues. This process may involve moving a trip to another route, rerouting a pick-up or drop-off sequence (in this case, the dispatcher uses the "reroute requested" canned message), or dispatching a standby vehicle (in the event of a road call).

Operators use a push-to-talk to communicate urgent situations to dispatch (for example, if they are unable to find a location or if there is no one to receive a passenger who cannot be left alone, or in the event of an incident or road call).

We train each dispatcher in proper route management and trip movement. The need to move a trip from one route to another is due to unforeseen delays, such as inclement weather, traffic, accidents, or trip cancellations. In these instances, the dispatcher may move trips to other routes to maintain productivity; however, it is imperative to manage trip movement in a manner that does not jeopardize one route's productivity in favor of another.

When identifying ways to manage on-road issues, dispatchers work two hours ahead whenever possible to mitigate potential issues. When moving trips, they examine the trip and ensure that movement to another route has little to no impact on other trips. Dispatchers use the schedule booking wizard in Trapeze (rather than "dragging and dropping" trips onto a route), which considers mileage, travel time, and expected arrival time.

Trapeze transmits all manifest data to the onboard unit. As trip cancellations or insertions occur, the route updates on the operator's onboard unit.

Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the dispatcher looks up the trip information in Trapeze and initiates the change. If the change is a same-day request, the dispatcher makes the appropriate entries into the Tracker Action Log and initiates the change in Trapeze; they may notify the vehicle operator if the request is last minute.

We use same-day service reports to identify excessive time between trips (slack time) created by same-day cancellations. By continually monitoring slack time, our dispatchers can identify where and when to place unscheduled trips and improve system productivity.

Road Supervision

Road supervisors will be equipped with tablets and have access to MV's monitoring tools to respond to and manage service. They will use tablets to log incident and accident reports, handle passenger complaints, and assist passengers and operators.

Our road supervisors are responsible for disseminating critical information to the operator team, such as service changes and system announcements. They serve as the go-to resource for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings, the operations manager will administer progressive discipline under the collective bargaining agreement.

Road supervisors perform operator evaluations to ensure that each operator performs their job safely and correctly. Road observations are performed discreetly (and unannounced) without disruption to service and include the following review types:

Employee Spotlight: Charles Parker, Operator and Shop Steward

Since joining MV in 2022, Charles has been known for his positive demeanor toward his coworkers, direct and helpful communication in completing tasks, and his respectable attitude toward others. Charles' personality was a critical factor that led to his election to shop steward, as well as his overall approach to others, creating a peaceful atmosphere that directly influenced the performance of those around him.

- **Observed Ride Checks:** Observed ride checks are onboard evaluations of an operator's customer service and safety skills. Supervisors evaluate areas including safe vehicle operation and professional passenger interaction. During this check, the supervisor checks the operator's credentials to ensure proper certifications are up to date and in the operator's possession.
- **Unobserved Service Checks:** We conduct unobserved service checks randomly. During these inspections, the supervisor assesses the operator's driving and safety skills from their service vehicle, following the operator. Operators are typically unaware of these evaluations.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operator's ability to safely and properly secure a mobility device. The supervisor observes the operator as they secure the passenger's mobility device and provides coaching and feedback during the observation.
- **Pullout Inspections:** Pullout inspections are unannounced and occur frequently. In the yard, the supervisor observes operators as they perform pre-trip inspections, confirms operators are in proper uniform, have appropriate credentials, and are prepared for service that day (fit-for-duty review). The supervisor then checks the vehicle to confirm it is clean and ready for service.

End of Operator Shift

When the operator has completed their shift, they notify dispatch and head to the yard. They perform a walkthrough of the vehicle, collect any items left on board, and dispose of any trash. The operator performs a post-trip inspection and turns in all pre-trip inspection and manifest paperwork to dispatch.

Reservations and Scheduling

Trip Reservations

All dispatchers report to work before the scheduled start and are ready to answer all calls on time.

Following an established script, these employees deliver consistent, high-quality customer service when receiving trip requests.

The dispatchers create a new trip in Trapeze, recording the pick-up and drop-off locations. They save common destinations in the customer profile screen of Trapeze to expedite calls. If the trip request includes a new destination, the dispatcher records the location information, reading it back to the caller to confirm accuracy.

If we can accommodate the trip request, the dispatcher confirms the trip details, including the pick-up window. They then ask the caller if they should relay any special instructions to the operator.

Once the dispatcher records the trip details and submits the trip request, Trapeze presents the best available options for scheduling the trip. If they cannot schedule the trip at the exact time requested, they attempt to negotiate a trip within one hour of the originally requested time under ADA regulation and the City User Guide.

MV recognizes that the City has a zero-capacity denial policy and will adhere to this requirement throughout the contract term.

At the end of each call, the reservationist thanks the customer for their business.

Subscription Trips

According to ADA regulations and the City's User Guide, we provide subscription trips, with no more than fifty percent of the trips at any given time of day being subscription trips. Our team works to identify recurrent trips that should be moved to a subscription service to improve overall system productivity and reduce overall call volume. We can provide the City with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

Planning for Success

Agents schedule trips on specific routes based on the time and location of trips. The Trapeze software examines potential routes for the next day and recently scheduled trips and then presents the dispatcher with several options from which to choose. We do this while the customer is making a trip reservation.

By establishing templates in Trapeze, we manage system productivity and on-time performance during the trip reservation process. With solid templates in place, it is critical to negotiate demand trips appropriately to fit well with the subscription trips. In support of outstanding customer experiences, our approach to reservation management includes the following:

- **Customer-Focused People** - We hire bi-lingual dispatchers with a strong customer service background and train them in Trapeze use. All customer-facing employees are trained in best practices. We also use a translation service, Language Line.

About Trip Negotiation

Under the Americans with Disabilities Act, the City can negotiate pickup times with passengers. This is typically done one hour before or after the individual's desired departure time. This process maximizes service capacity, improves system productivity, and aids in accommodating passenger demand.

Trapeze is a valuable tool in the negotiation and scheduling process. The system gives dispatchers solutions that meet customers' needs while increasing system capacity.

We provide additional training to our dispatch team in using the Pending List feature in Trapeze. When Schedule Booking Wizard does not return solutions (or less than optimal solutions), dispatchers are trained to adjust the requested time in Schedule Booking Wizard to see if solutions or a different set of solutions are found. Using the Pending List functionality takes the guess work out of what alternate time to select.

- **Reservations Training** - We train our dispatchers in best practices for Trapeze use, reports, scripts, and procedures to achieve success.
- **Scripts and Procedures** - We provide our team with the right tools to find solutions that help the customer and the service. All agents have scripts and procedures that guide them through the reservations and negotiation process.
- **Reservations Productivity Reporting** - Continual analysis of dispatcher productivity (calls per hour) provides our management team with a clear understanding of when and where we need to coach our reservations team.

Active Scheduling

Active scheduling begins seven days before service delivery, consistent with the City's advanced reservations window. When reservation hours end for the day, the route preparation process begins. The dispatcher reviews the next day's routes for efficiency, anchors trips on the route, and begins the batching process in Trapeze.

Route Anchors and Trip Batching

Before batching, we anchor and lock trips within an optimal radius from the operating facility at the beginning and end of the route.

The dispatcher examines trips at the start and end of each pick-up to find the best candidates for the first pick-up and last drop-off. This process ensures that routes are efficient and have minimal deadhead. Once identified, these trips are placed on the route and "locked," - removing those trips from consideration during the batching process.

Once we anchor the routes, the dispatcher begins the automated batching process. As new trips come in, routes are re-batched frequently to attain maximum efficiency over the seven days before service.

During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and locations. During this process, the algorithms built into the Trapeze system apply conditions, such as productivity and on-time performance, to the routes to maintain each condition. The system's parameters prioritize certain conditions over others when batching the routes, e.g., minimizing the time between events on the route, keeping the route on time, and confining the route to a specific geographical area.

Just In Time Scheduling

As a cost option for the City, MV proposes Just in Time (JIT) scheduling, developed by MV using Trapeze. JIT uses MV proprietary designed auto batches that route all trips every two hours throughout the service day. By automating the optimization process, we greatly lessen the burden of manual route optimization on our scheduling and dispatch teams and allow these employees to focus on problem-solving and supporting the operator teams. This is not included in MV's submitted pricing.

The dispatcher guides the batching process, which examines the trips based on location and the most operator/vehicle coverage. They then prioritize trips based on where the most significant concentration of trips is throughout the service area.

A.a. Deviated-Fixed Route Operations

As the incumbent of the City's deviated-fixed route operations, MV understands the responsibilities outlined in the scope of work, including the following;

- **Operating Deviated Fixed Route Services:** The City will provide a schedule and route for MV's local team to follow.
- **Vehicle Maintenance:** MV is responsible for maintaining the single vehicle associated with the Oakmont service, including ensuring the vehicle is in good operating condition and available for service as scheduled.
- **Dispatch Support:** MV provides the City with dispatch support for the deviated fixed-route service, including handling calls to schedule deviations of up to ¾ mile along the route alignment.
- **Fare Collection:** While the City does not require MV to collect fares for the deviated-fixed route service, there may be a need to collect fares for any new services deployed during the contract, for which MV will be responsible for.
- **Monthly Reporting:** The City requires monthly management and operations reports to be submitted within ten business days of the end of each reporting month.

Please see Section D for more information on daily operations and dispatch support and Section G for vehicle maintenance procedures.

Reporting

Operational reporting provides service statistics necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting.

MV meets FTA/NTD reporting requirements and provides these reports to clients who receive Federal funding and must submit them. MV uses the accepted FTA sampling methodology and has systems to collect and report this information pursuant to the National Transit Database Reporting Manual guidelines.

A large portion of the service data is collected and reported using Trapeze.

MV will track the following items as required to ensure they meet the standards outlined by the City and the Company. MV tracks the following items and inputs them in the City-provided reporting sheets:

Per Day Statistics	Per Month Data
Booked trips	Number of early pick-ups
In-advance cancels	Number of late pick-ups
Same day cancels	Transfers w/ SCT & GGT
No-show and subscription no-shows	One-way presumptive trips
Actual trips	Ride length report
Attendant/companion	ADA negotiation option refusal
Revenue miles	Capacity constraint denials
Deadhead miles	Missed trips
Revenue hours	Total commendations
Deadhead hours	Road calls for mechanical failure
Cash collected	Road calls for passenger incidents
Tickets collected	Lift failures
No pay customers	Major mechanical system failures
Vehicles in service	Other mechanical system failures
Subscription trips	Vehicle accidents non-preventable
Evaluation trips	Vehicle accidents preventable
Lift trips	Client injuries
Prepaid trips	Major accident event
	Non-major accident event
	Detailed description of each incident
	Phone system data of average call wait time for service issues < 1 minute
	Phone system data number of days when a call exceeded 5 minutes
	Preventive maintenance compliance report
	Number of late PMs
	Average time per passage trip on vehicle
	Max trip time per passenger on vehicle
	Drug and alcohol monitoring MIS report quarterly

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

MV uses the Infor Financial systems and Human Capital Management system in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Infor Human Capital Management system encompasses benefits, payroll administration, HR administration, leave of absence management, built-in business process framework, and native business analytics tools and reports. Infor software is fully integrated and is web-enabled.

MV believes in proper data backup and off-site storage of data backups in a fire or other catastrophic event. MV's IT team will set up the local computer network to ensure proper

connectivity, security levels, password protection, and local technical support. MV will work with the City IT staff in whatever manner necessary.

A.b. Call-Ahead Services

Call-ahead services operate as requested by the City to address transit system shortages. When customers contact MV, we deploy a dedicated bus to pick them up and drop them off along the usual transit route. Typically, customers provide advance notice of their transportation needs, often scheduling rides a week in advance. This service ensures that individuals can access reliable transportation within the city, mitigating the impact of transit gaps on their daily routines.

B. Software Operations

Trapeze Experience

MV offers more Trapeze experience than any other contractor. The company operates over 50 contracts using Trapeze Software, with over half of MV deployments hosted by MV. MV currently hosts 24 Trapeze clients and over 17 unique applications in the AWS Cloud.

We have operated Trapeze products for more than 20 years. Our senior vice president of operations, Marsha Moore, was the former CTO for Trapeze and the original developer of the PASS product. Today, Marsha is actively working on our most complex deployments of Trapeze.

Today, the company has a broad base of professional services employees experienced in deploying and using Trapeze products. This team is responsible for installation, configuration, hosting, deployment, and upgrades.

As an option for the City's paratransit eligibility, paratransit service, and deviated-fixed route service, MV proposes the following Trapeze software.

TripSpark Passenger Portal

The TripSpark Passenger Portal web application extends PASS's functionality by enabling passengers to confirm, cancel, or book trips online without the need to speak with a reservationist.

Benefits of TripSpark Passenger Portal

- Passengers can confirm, cancel, or book their trips
- Confirmation of booked or canceled trips via SMS and email
- Passenger access to trip information through common desktop browsers; and
- Access a screen reader-friendly version for the visually impaired.

Passengers may access this web application service 24 hours a day through any standard desktop application. Passenger Portal offers electronic payment functionality, which seamlessly integrates with the application.

In addition to booking trips, passengers can review or edit client information and view their trips on a live map.

TripSpark Notifications

TripSpark notifications module uses interactive voice response (IVR) technology to provide voice and SMS notifications to passengers and caregivers. TripSpark notification module notifies customers of their trip status with a night-before trip notification and imminent reminder alerts. Users can confirm or cancel a trip without speaking to an agent. This technology reduces pressure on call center agents, affording them more time to assist passengers with additional information.

The TripSpark notifications model is unparalleled in its ease of implementation and deployment. This cloud-based solution works in concert with your existing telephone system without integration or installation.

Additional benefits include:

- Reduced reservationist time, as client notifications are performed by IVR system;
- Fewer no-shows and operator wait times;
- Improved customer satisfaction by providing accurate, timely trip information; and
- Accessible service 24 hours a day.

C. Equipment, Information Systems, Supplies, Parts and Facilities to be Provided by Contractor

C.a. Facilities

The City utilizes MV's established facility at 77 West 3rd Street in Santa Rosa. The facility is within a mile of the City's offices, offers three maintenance bays, one wash bay, parking for 40 or more vehicles, a full maintenance shop, eight private offices for key functions of dispatching, training, and other administrative functions, two conference rooms, a kitchen, and bathrooms.



C.b. Back-Up Vehicles

Three back-up vehicles are provided to the City to assist in situations with a higher demand for service than usual. These backup vehicles are made available to supplement the fleet provided by the City. Additionally, backup operators are available to operate these vehicles under such circumstances.

Please refer to section 1.A. for more information on back up vehicles.

C.c. Telephone System

The City uses the GoTo Connect telephone system for its paratransit eligibility, paratransit service, and deviated-fixed route services.

GoTo Connect Jive Platform

MV currently provides the Goto Connect Jive Platform as its telephone and call reporting system. This system uses



softphone technology and is completely cloud-based, enabling redundancy and remote login capabilities. A primary and backup network connection into the facility ensures a stable platform. Additionally, the backend for the JIVE voice platform is hosted in different geographic locations/data centers, allowing for redundancy and maximum uptime.

The platform provides the call center staff with ease of use in answering and addressing different call scenarios. Its automatic call distribution feature enables us to direct calls to the most appropriate workstation, and the system visualizes the call queues and the metrics via monitoring screens.

The administration tools enable supervisors to understand the metrics in real-time to act more quickly in addressing longer hold times. At the individual call level, these tools allow a supervisor to join call-in progress to guide the dispatch staff on better addressing a call in “whisper” mode or speak directly to the customer if the scenario requires it.

The Goto Connect Jive system includes a voice mail system for recording and processing inquiries during non-business hours. For ease of monitoring, the system sends an email to General Manager MO Ali with every voicemail that comes into the system. GoTo services include monthly reporting on calls.

C.d. Scheduling System

MV provides scheduling software for the City’s paratransit eligibility, paratransit service, and deviated-fixed route services.

Trapeze PASS

Trapeze PASS is an advanced paratransit scheduling and dispatch system. Using a single database solution, Trapeze is efficient, secure, and designed to meet your service’s specific needs.

In addition to its powerful scheduling algorithm, intuitive user design, and real-time communications, PASS offers extensive built-in reporting that augments the system analyses required for future planning, delivery, and service delivery measurement.

The reservations component provides users a full complement of tools to ease reservations. Insightful passenger lookup screens, common trip destinations, and

Benefits of Trapeze PASS

- A proven routing algorithm that maximizes efficiencies while maintaining KPIs
- Allow users to configure multiple service types (ADA, same-day programs, pilot programs)
- Modular design that adapts to specific agency needs
- Configurable parameters that support operations in your unique operating environment

other passenger details support optimal call times and maximize user productivity. Integrated with GIS mapping, Trapeze offers precision in trip distances – geocoded pick-up and drop-off locations promote superior accuracy in scheduling and monitoring route performance.

The dispatch component allows users to monitor trip performance, update routes by adding new requests, move trips from late-performing routes, and manage no-shows and late cancellations. Dispatchers can monitor each route in real-time when deployed with on-vehicle GPS-enabled devices (using the Trapeze MON add-on). Any updates (such as trip performance) immediately update the trip console; conversely, the connected onboard device reflects route changes (such as cancellations).

Among the many benefits of PASS, the most compelling is the users’ ability to tune the system to the operating environment’s precise needs. The system’s parameters provide ample opportunity for refining efficiency; it allows administrators to adjust extensive parameters for passenger loading and speed based on days of the week, specific traffic patterns within the service area, pick-up and drop-off locations, and more.

MV is in the process of adding Google Maps to Trapeze PASS for the operators. This addition will assist with extended services and ensure accuracy. The Trapeze instance hosted by MV provides geocoding services for addresses entered into the scheduling system. It covers various categories like pickup and drop-off locations, client home and work addresses, points of interest, and garage locations. It also integrates latitude and longitude coordinates from vehicle-side mobile data terminals for fleet AVL data. The system can support the Santa Rose city-wide map database after reviewing its attributes to ensure it meets geocoding requirements like street name, address range, and direction of travel.

ViewPoint

ViewPoint is a scalable, cloud-based business intelligence solution that interfaces with Trapeze PASS to provide real-time and historical reporting. This reporting offers a variety of dashboard options, allowing dispatchers to make effective decisions for the City’s paratransit eligibility, paratransit service, and deviated-fixed route services. ViewPoint offers easy, customizable data exports into PDF or CSV reporting formats. Reports include:

System Parameters Administration Report	Current On-Time Performance reports	Service Revenue and Deadhead Miles Report	Service Revenue and Deadhead Miles
On-Time by Hour Report	Productivity Analysis Report	Future Late Trips Dashboard	Service Summary General Service KPI Report
Missing or Incorrect Data Report	Reservations Summary Report	On-Time Analysis	

Reservation Detail Report	Manifest Review Report	Pull-Out Adherence	Travel Time and Distance Report
Agency Dashboard	Pull-In Adherence Report	Service Revenue and Deadhead Hours	Tabular Reports Overview
Average Cost per Trip Dashboard and Reports			Agency Dashboard

Just In Time Scheduling (JIT)

As a cost option to the City, MV proposes Just in Time (JIT) scheduling. Developed by Senior Vice President and former Trapeze CIO Marsha Moore, JIT uses MV proprietary designed auto batches that route all trips every two hours throughout the service day. By automating the optimization process, we greatly lessen the burden of manual route optimization on our scheduling and dispatch teams and allow these employees to focus on problem-solving and supporting the operator teams. Since deploying our Just in Time Scheduling techniques at locations across the United States, we have found at least a 5-7 percent increase in productivity and on-time performance. This item is not included in MV's submitted pricing.

C.e. Vehicle Cleaning

Cleaning Procedures

Maintaining each City vehicle in the most stringent cosmetic condition supports the rider's positive perception of service. We want every rider to associate the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service system with a ride in a clean, comfortable, well-maintained, safe vehicle.

Our vehicle service workers are responsible for all fleet cleaning. They are trained in both the standards of cleanliness and *how* to clean the bus - and their work is quality-checked by an on-duty technician.

Vehicle services workers use a utility cart with cleaning fluids, disinfectants, towels, rags, a mop, and MV's cleaning checklists. The service worker uses the checklist to guide their cleaning routine.

Vehicle service workers will clean the City's fleet to the specifications cited in the RFP and outlined below.

	Upon Detection	Daily	Weekly
Remove Graffiti	✓		

	Upon Detection	Daily	Weekly
Sweep vehicle interior (every other day)		✓	
Remove trash	✓		
Vacuum all areas that a vacuum can be used			✓
Sweep and mop floors, clean light-colored areas with a stiff-bristled brush			✓
Clean modesty panels with detergent			✓
Clean vinyl passenger seat with disinfectant and water			✓
Clean stanchions, grab rails, handrails			✓
Wipe down with a wet rag and dry the ceiling and walls			✓
Clean the instrument panel			✓
Clean steering wheel			✓
Sanitize surfaces			✓
Clean interior windows			✓
Clean exterior body panels with detergent and a vehicle washing brush or run through a wash rack.			✓
Clean tires and wheels using the appropriate brushes.			✓
Clean Mud Flaps			✓
Clean Wheel Wells			✓
Clean windows and mirrors; remove water spots			✓
Clean, rinse, and dry lighting lenses			✓

C.f. Business Continuity

On-Time Performance

Several factors have a significant influence on-time performance. MV will work to control this critical key performance indicator in several ways.

- Maximum Fleet Availability:** MV's dispatch and maintenance teams coordinate to ensure that the maximum number of vehicles is available to operate service each day, including the provision of standby vehicles. When dispatchers properly communicate fleet needs, the maintenance team can appropriately schedule maintenance activities to best use the technicians' time.

- **Operator Check-In:** As each operator arrives, the dispatcher confirms they are in proper uniform, pass a Fit for Duty assessment, and have the appropriate credentials. The dispatcher records each operator's arrival time. If an operator does not check in on time, the dispatcher promptly assigns an extraboard operator to cover the route to ensure the route begins on time. The dispatcher instructs operators to synchronize their watch with Trapeze to confirm that all operators run their schedule on time throughout the day.
- **Pull-Out Procedure:** A supervisor is present in the yard to observe operators performing the daily pre-trip inspections in a thorough and timely manner. They prevent delays in pull-out and ensure vehicle defects are noted correctly before entering service. A technician is also on duty to support these inspections and correct minor maintenance issues on-site.
- **Service Monitoring:** MV's dispatch team will monitor all on-road operations and move trips as needed from late running routes to prevent service delays. MV's team will use Trapeze PASS and ViewPoint to identify space on other routes to accommodate potentially late trips, thus preventing further late service.
- **Trapeze Parameters:** MV will perform a seasonal template review and refine the Trapeze parameters to accommodate changes in weather, traffic patterns, fleet capacities, and other critical factors by the time of day and based on a speed analysis we perform on existing trip data. These modifications will present schedulers with the most realistic and attainable schedules.
- **Ready Vehicle:** MV pre-trips all standby vehicles daily so the vehicle is available immediately to respond to a service disruption.
- **Proper Supervision:** We will strategically place road supervisors in locations central to areas of the greatest trip density and during peak hours to respond to service disruptions quickly and efficiently. This team will perform time checks as part of the ride check process to confirm we deliver service safely yet efficiently.
- **Roadcall Reduction:** MV will minimize vehicle downtime by achieving its goal of scheduling 80 percent of all maintenance activities. This maximizes fleet availability throughout the service day and ensures appropriate resources are available, including spares and backups. We perform analysis that informs our team of what repairs must be made before component failures, thereby reducing roadcalls and improving system reliability.
- **Pull-In Procedure:** At the end of the route, each operator informs the dispatcher that they are returning to the base. Dispatch monitors their return to the yard to confirm all operators return on time.

C.g. Leasing City-Owned Vehicles

Pursuant to the request for proposal, MV will lease vehicles directly from the City for \$1 a month per vehicle.



C.h. IVR System

Please see above section B. for more information on TripSpark notifications.

C.i. Fare Collection

MV will collect and record fares according to City procedures. We train all operators in City fare policies, and Mohamed Hag Ali is responsible for accurately counting and reporting fare revenues.

Our team will implement the following fare-collection procedures:

- Collect fares in the farebox
- At the end of the service day, pull the farebox pouch from the farebox and place it into a safe
- Place another empty pouch back into the farebox for service the next day
- The next business day, we remove the pouch for counting
- Open pouch and count fares; cross-reference counts to the operator's trip sheet.
 - > If a variance exists, Mohamed Hag Ali will investigate the discrepancy and take appropriate actions to correct the problem.
- Mohamed Hag Ali completes the deposit slips and records these on the deposit log. We provide this log with the monthly invoice for verification purposes.
- Once a week, the fares are deposited at the bank.
- Forward copies of the deposit slip to the City.

C.j. Fraud Prevention and Unauthorized Trips

Fraudulent Data and Information

MV's operating plan includes several methods of ensuring the validity of data, including data reported, documented, and stored electronically. First, MV's plan includes reviewing and auditing all files, paperwork, and reports relating to the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service. This process will consist of random audits of personnel files, maintenance files, resolved complaint files, and accident files - cross-checking those records with service data, including trip performance, GPS data, and fleet availability. This confirms that the data recorded supports the activities reported.

We will also rely significantly on technology systems to verify and report unbiased statistics regarding

service. Data gleaned from onboard units drive trip performance and data recording and serve as verification the vehicle was in the right place at the right time.

Our team will employ Trapeze user securities to confirm that only those users with the appropriate credentials have full read/write access to the system. Additionally, we have controls within the Trapeze system to prevent unauthorized editing of scheduled pick-up times and require the agent to list the reason for the change.

Transportation of Unauthorized Persons

MV controls all trip reservations and confirms the passenger's eligibility at the time of trip booking. We will abide by all City eligibility policies and do not deviate from this process. We only schedule and deliver trips booked in Trapeze, and only eligible passengers can book trips.

All vehicle operators will report directly to MV's dispatch office while on the road. Our dispatch team actively monitors service to ensure we deliver trips within contract guidelines and following City policy.

Employee Spotlight: Carlos Giron, Operator

Carlos Giron is a truly exceptional patron of his passengers and our service to the community - his presence is felt so much in the routes he serves that, on the rare occasion that he missed a day, passengers called in to confirm he was okay and would ask whether he would return to service soon.

Knowing who Carlos makes this no mystery; always quick with a smile and a sense of humor that uplifts everyone on board, Carlos is the panicle of positivity for his colleagues and staff. This type of dedication and humor only comes from an employee who genuinely loves his job and provides an essential service to a community in which he has become irreplaceably involved.

Transport of Non-Participant, Unauthorized Case Customers

We schedule all PCAs or authorized guests at the time of trip booking. We train each operator in City policy, including those regarding attendants and guests.

To confirm operators are providing service within City policy, road supervisors will perform ride checks to verify these procedures are in place.

D. Vehicle Maintenance Program

World Class Maintenance Support for Your Operation

Locally, Maintenance Manager Nga Prachittham will lead all maintenance activities, including but not limited to scheduling work, managing the Preventive Maintenance Inspection (PMI) schedule, quality controlling inspection reports, identifying trends in maintenance needs, performing root cause analysis, and technician training. Across all of these areas of control, Nga’s primary responsibility remains the overarching health and safety of the City’s fleet supported by a World Class Maintenance Program.

Nga will have the ongoing support of Maintenance Director Kenny Pouncey, a regional expert whose primary responsibility is the oversight of MV’s maintenance program and the ongoing support of the employees of their assigned maintenance shop.



As our maintenance director, Kenny will hold weekly check-ins with the local team via videoconference, continually monitor the performance of the shop, serve as an escalation point for any challenges we face locally, and will provide ongoing resources to our team. He continually assesses the quality of the maintenance program’s World Class Status, the customer service qualities of our technicians, and the impact of the maintenance program on the rider experience.

He will be on-site and, at minimum, quarterly to meet with General Manager Mohamed Hag Ali, Maintenance Manager Nga Prachittham, and our local maintenance team.

What Can You Expect from Your Regional Maintenance Director		
Weekly check-ins with Maintenance Manager Nga Prachittham	Coaching and mentoring local team Specialized training sessions	Reviewing fleet health with City staff Maintenance program audits
On-site visits at least quarterly OEM coordination	Equipment procurement assistance	Facility safety audits Action planning

What Can You Expect from Your Regional Maintenance Director	
National accounts liaison	Budgeting and finance support

Beyond local and regional support, the City will have the ongoing support of our broader maintenance function. Comprising our extended maintenance support function, the following individuals will participate in this contract as needed to ensure we are providing World Class Service and to support the City future fleet and fleet maintenance goals.

Support Personnel	How they Support Our Local Shops	Years of Experience
James Schultzman, Chief Maintenance Officer	Drives MV's fleet and facilities maintenance program across all maintenance shops	24 years
Kenneth Pouncey, Sr. Director of Maintenance	Mentors regional directors of maintenance, expert support in alternative and zero emission fuels, and oversees mobile technicians who provide temporary support to our local shops.	41 years
Humberto Marazzi, National Director of Workforce Development	Designs, maintains, and administers all technician training plans by vehicle type; administers regional training	35 years
Donald Penny, Director of Facilities	Identifies and selects facilities based on proximity to service area, building appropriateness, amenities, zoning; negotiates and executes lease agreements for MV locations; manages leasehold improvements.	10 years
KC Champa, Maintenance Recruiting Manager	100 percent dedicated to recruiting efforts for MV's maintenance shops.	2 years
Loren Moore, Maintenance Database Administrator	Manages, maintains, and administers the Trapeze EAM Technology platform, MV's MMIS.	44 years
Andres De Los Rios, Director of ZE Engineering	Works with MV customers to provide technical analysis such as battery degradation, technology, and operational elements of ZE.	19 years

Support Personnel	How they Support Our Local Shops	Years of Experience
Jennifer Partlow, Director of ZE Strategy	Works with MV customers with the design and advancement of the strategy, day-to-day project management, and client and ecosystem interfacing.	13 years
Rachael Shelton, Maintenance Data Analyst	Serves as the administrator for MV's MV Insights maintenance platform. Develops all companywide reports, dashboards, predictive analytics, and early warning notifications.	2 years

Fleet Maintenance Program

Our Maintenance Program Starts with the Fundamentals

MV's World Class Maintenance Program starts with mastering the fundamentals of maintenance - the parts of the maintenance program that do not change by vehicle type or by fuel type. By grounding our program in the basics of fleet maintenance, we prepare our technicians with a baseline program that does not change. From there, technicians are trained in the specific fleet assets used in the service, using individualized training plans developed by MV in partnership with the OEMs.

The Maintenance Fundamentals		
Pre-trip / Post Trip Coordinate with operations to confirm all inspections are thoroughly completed Review inspection results and manage workorders to support timely defect repair	Repairs Schedule repairs during off peak hours to maximize fleet availability Expedite repairs needed to support full complement of fleet Never defer repairs	Program Evolution Review reporting to support predictive analytics Update preventive maintenance programs to support reduced road calls Implement campaigns to support systems maintenance
Preventive Maintenance Adhere to OEM recommendations regarding preventive maintenance inspections Perform 10 percent (minimum) rerack of all inspections each month	Inventory Management Ensure adequate stock of spare parts Use min/max and auto-replenishment reporting Perform cycle counting monthly Full inventory semi-annually Secure inventory appropriately	Compliance Know the contract and the standards to which we are held Compliance with regulatory requirements in maintenance operations Adhere to best practices as cited in MV's maintenance manual

About our Maintenance Management Information System



Trapeze EAM, or T-EAM is the maintenance management information system (MMIS) used in the majority of MV's shops. We offer this system

at no additional cost to our customers and provide them with direct access to this system and its reporting.

We have had a longstanding partnership with the manufacturer of this system, Trapeze, and we have found that their system is ideal for managing even the most complex bus fleets.

T-EAM serves as our electronic vehicle file; it has functionality to process all:

- Service requests (to document pending service items)
- Work order requests
- Parts inventory
- Warranty repair
- Fleet defects
- Asset documentation
- Reporting (both standardized and ad hoc)

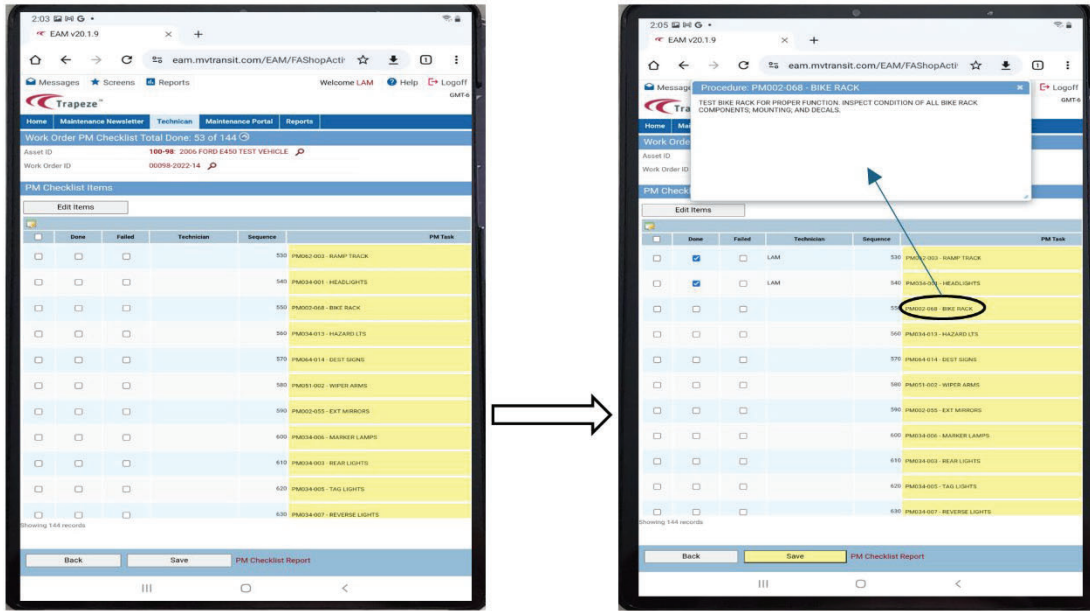
We use the system to measure:

- Technician productivity
- Repair costs (Cost per mile)
- The mean distance between road failures
- On-time preventive maintenance
- Scheduled versus unscheduled maintenance
- Fuel usage by unit

MV uses T-EAM's mobile products to enable real-time data entry directly into the system from the shop floor. As part of MV's digital shop initiative, all technicians are trained to use ruggedized tablets to perform these inspections, along with training in proper documentation. Within the electronic inspection forms, we embed instructions for the technician and enable voice-to-text comments for ease of use.

What Do You Get from Trapeze-EAM and MV?

- Direct access to all of your digitized maintenance records
 - Ability to run reports on your assets
 - Streamlined, digital vehicle files for accurate work history
 - NTD asset reporting at your fingertips
 - Accurate parts inventories
 - Ease and speed in the warranty recovery process
-



Pre-Trip and Post-Trip Inspections

The daily maintenance process starts with the pre-trip inspection - a 50-point checklist that operators must complete before daily pullout. This inspection confirms the vehicle is ready for revenue service and is in working, comfortable condition, and passenger-ready, with all safety features validated.

ZONAR As a cost option to the City, MV

proposes Zonar (this cost is not included in MV's submitted pricing). MV uses Zonar, an electronic vehicle inspection report to perform all pre-trip inspections. The operator disengages the Zonar tablet computer/wand from the vehicle and completes the inspection using a tablet. As the operator inspects each area of the bus, they scan an RFID tag that confirms the inspection items against the location. When the primary MDT is powered off, these units have independent GPS capabilities that further support vehicle identification in the yard.

Once the inspection report is submitted, an on-duty technician monitors the Zonar software and makes determinations on whether the bus can be repaired prior to pull out or if a replacement bus is required. As needed, the system automatically generates a service request in our MMIS and T-EAM by using the integration between Zonar and T-EAM.

What Do You Get from Zonar and MV?

- QA review of every pre-trip inspection
- Automatic alerts of defects found
- Real-time, actionable data for our maintenance shop
- Integrated with Trapeze EAM for immediate generation of service requests
- Speed to the response of any pre-trip defect

At the end of the service day, and upon return to the yard, the operator then performs a post-trip inspection using the Zonar tablet/wand. If any defects are identified during this inspection, the technician on duty will pull the vehicle from the service line and schedule the repair.

Preventive Maintenance Inspections

Preventive care is the cornerstone of our World Class Maintenance Program. By addressing known issues preemptively and maintaining vehicle systems and components at their optimum level, we can reduce in-service failures, ensuring every rider's safe, reliable trip.

Preventive maintenance inspections are scheduled inspections that occur during the service day. Maintenance Manager Nga Prachittham will coordinate with the on-duty dispatcher the night before service to ensure all service fleet needs are met. They rotate vehicles into service to accommodate inspection due dates and to regulate fleet mileages.

When performing the inspection, the technician is equipped with a ruggedized tablet computer which allows them to enter their inspection results directly into our MMIS, T-EAM from an inspection screen. The inspection screen includes notes for the technician describing the action on the checklist. Also embedded in the T-EAM system are MV's standard operating procedures, which are easily accessible from system's main home screen.

In addition to the materials embedded in T-EAM, technicians can access OEM manuals, bulletins, and schematics as needed using their tablets. They can enter their comments verbally on the inspection screen using the tablet's voice-to-text feature. For those technicians whose first language is not English, we train them to use Google Translate when entering their comments.

Preventive maintenance inspections occur on a 5,000-mile interval, pursuant to the sample summary table below. Please note a detailed PM schedules specific to the City's exact fleet composition will be based on OEM recommendations and created during the transition period.

Summary of PMI Inspection Items				
Inspection	A	B	C	D
Mileage	5K	10K	15K	30K
Vehicle interior and exterior (lights, safety equipment, etc.)	✓	✓	✓	
Brake testing	✓	✓	✓	
Door and/or lift/ramp operation/cycling	✓	✓	✓	
Road test (engine, transmission, brake, steering)	✓	✓	✓	
Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)	✓	✓	✓	
Engine compartment (fluid and leak inspection)	✓	✓	✓	
Clean/check battery and cables	✓	✓	✓	

Summary of PMI Inspection Items				
Inspection	A	B	C	D
Steam clean/pressure-wash engine	✓	✓	✓	
Mobility device lift inspection and service	✓	✓	✓	
Climate control systems inspection	✓	✓	✓	
Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)	✓	✓	✓	
Air filter change		✓	✓	
Fuel filter change (if applicable)		✓	✓	
Engine and Transmission fluid/oil analysis				✓
HVAC (leaks, filters, temperature checks, function inspections)			✓	

What Else Happens During a PM Inspection?

As part of the PM process, all mechanical, electrical, fluid, air, and hydraulic systems are inspected to confirm they are safely working as intended. These activities are summarized in the tables above. In addition, the following activities take place as part of our PM program.

Mobility Lifts and Ramps: No MV vehicle is permitted to enter service without a safe, functioning lift or ramp. If a lift or ramp fails in revenue service, the bus is immediately replaced. Lifts or ramps are inspected daily as part of the pre-trip inspection (when the operator cycles the lift or ramp), then as part of the preventive maintenance inspection, then annually. During the PM Inspection, the technician replaces worn components, cleans the gears, and adjusts alignment. During the annual inspection, they also check for drifting, leaking cylinders, and confirm safety sensors are in working order.

HVAC System: Technicians inspect the heating, ventilation, and air conditioning (HVAC) systems to ensure they are functioning and free of leaks year-round. The technician also inspects the condition of all brushes and fan motors and changes the filters. In addition, operating these systems weekly at ten-minute intervals confirms that the refrigerant compressor is appropriately lubricated and prevents leakage in the compressor shaft seal. This process also ensures early detection of any refrigerant loss. To supplement PM inspections, we perform seasonal HVAC inspections.



MV's maintenance facility in Santa Rosa

Emission Testing and Compliance: Our team is equipped and able to perform annual emission inspections as required by clean air standards. Our team will also administer the Smog Check program for City's gasoline-powered fleet and support vehicles. MV will obtain all associated permits and licenses as needed.

Onboard Technology Maintenance: MV employs technicians who are adequately trained to inspect, diagnose, and repair or replace the various electronic onboard systems. The original equipment manufacturers of these devices provide recommendations relating to inspection cycles, which we follow to ensure proper operation. MV will stock all necessary parts and materials to ensure timely repairs.

DriveCam System Units: Technicians turn on the DriveCam System as part of the PM inspection to ensure they are properly powered on. If a defect is identified with the unit, MV will replace the unit with a spare and work directly with the product manufacturer for the repair.

Surveillance Cameras: Technicians inspect all surveillance camera systems by confirming it powers up properly, then inspect the housing and lenses for damage, check all screws, and confirm water protective sealant is intact. They then inspect the microphone wiring and check the camera angle and field of view.

Reinspecting the PM Inspection for Quality

At a minimum, ten percent of all PM inspections will undergo a re-rack inspection, which is a complete re-inspection of the vehicle to validate that the PM inspection was thoroughly performed and the inspection represents MV's commitment to World Class Maintenance.

Maintenance Manager Nga Prachittham performs these inspections. During the re-rack inspection, the inspector compares their findings against the previously performed PM to identify any items missed, unclear documentation, failure to process work orders, or other deviations from the inspector's rerack inspection. They perform follow-up training, coaching, and feedback to the technician who performed the original inspection - contributing to our ongoing approach to quality improvement.

All PM records are reviewed by the Maintenance Manager, Nga Prachittham, or his designee for completeness, clarity, and detail.

Repairs

MV is unique in our approach to performing as much in-house maintenance as possible. We limit our work with outside vendors to major body repair, engine and transmission rebuilds, (MV's team will perform the replacement). This approach ensures prompt attention is given to the fleet, that the work performed on the fleet is World Class, and that we are not beholden to a third-party shop's repair timelines.


Preventive Maintenance Repairs

As the technician inspects the various vehicle systems, they often identify repairs that need to be made to the vehicle as a result of that inspection. The T-EAM system automatically creates a service request with the task for any item failing inspections and populates the request with the technician's failure notes.

Technicians are empowered to make the repair at the time of the inspection. All PM inspection results and associated service requests are inspected for completeness and accuracy.

Scheduled Component Repairs + MV's Parts Replacement Engine

We schedule planned component replacement based on our Parts Replacement Engine, which uses machine learning to predict the actual component life history (versus stated life).

 PREDICTIVE PARTS REPLACEMENT The Best Customer Experience Through Maintenance Excellence							
Clear Selections <div style="display: flex; justify-content: space-between; align-items: center;"> <div> Division All </div> <div> Equipment # All </div> <div> Manufacturer DODG </div> <div> Model CARA </div> <div> Part Number 94rpg </div> <div> Part Description Search </div> </div>							
Equipment #	Meter	Part #	Description	Expected Life	Part Life Miles	Part Life Days	Date Replaced
416719-45	329,424	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	36,419	298	04/03/2023
416717-45	293,263	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	40,557	298	04/03/2023
M2150-583	207,459	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	37,734	333	02/27/2023
415615-45	391,558	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	37,404	349	02/11/2023
416727-45	312,036	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	42,607	353	02/07/2023
M2113-653	217,426	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	35,730	357	02/03/2023
416675-45	319,943	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	46,335	366	01/25/2023
416708-45	314,094	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	46,829	367	01/24/2023
416668-45	325,968	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	49,965	373	01/18/2023
416679-45	330,511	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	52,907	385	01/06/2023
416671-45	313,289	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	52,633	392	12/30/2022
414547-45	335,329	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	31,905	395	12/27/2022
416674-45	302,630	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	49,757	413	12/09/2022
416720-45	296,924	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	54,209	425	11/27/2022
416677-45	314,968	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	46,747	451	11/01/2022
416678-45	295,203	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	47,172	452	10/31/2022
415612-45	368,702	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	42,118	452	10/31/2022
415626-45	358,621	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	39,663	452	10/31/2022
419944-45	234,306	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	73,464	464	10/19/2022
416685-45	252,914	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	33,841	465	10/18/2022
415624-45	340,524	94RPG	BATTERY; BATTERY 765 CCA 94R GROUP	31,737	50,333	485	09/28/2022

This engine recommends parts for inspection and/or replacement based on an average part life calculated by analyzing part performance across thousands of vehicles in the company. This approach to planned component replacement minimizes roadcalls and ensures the ongoing health of a World Class fleet. When possible, we plan the replacement or rebuilding of a vehicle component based on a periodic schedule.

Major Repairs

Most often, for major repairs, MV purchases rebuilt engines and rebuilt transmissions and handles the removal of the old and replacement of the new unit. Our preference to perform as much of the work in-house as possible supports expedited repair timelines.

Body Repair

A vehicle free of body damage, regardless of how minor, positively impacts the service brand. MV expedites body repair - including graffiti removal - as we strive to continually improve the rider's experience on the bus.

MV employs qualified technicians to perform minor body work (repairing dings, scratches). For major body work due to an accident, we work with local body repair shops and seek priority status on repairs.

Vehicles are examined for body damage at the following points of the service day:

- During the pre-trip inspection, the operator notifies the maintenance team of any minor body damage by marking it on their pre-trip inspection. If there is graffiti on the vehicle, the vehicle is pulled from service.
- During gate inspections, the on-duty supervisor in the yard visually inspects the vehicles as they pull out of the yard.
- During road evaluations, the road supervisor will inspect the interior and exterior body damage and cleanliness and report the findings to maintenance.
- During the post-trip inspection, the operator notifies the maintenance team of any minor body damage or graffiti by marking it on their pre-trip inspection. If graffiti is on the bus, the vehicle is pulled from the service line and repaired.
- During the cleaning process, the vehicle service worker visually inspects the vehicle for any graffiti or body damage. If graffiti is present, the service worker will remove it; if assistance is required from a technician, or if minor body damage is discovered, the vehicle service worker will report the issue to the on-duty technician.
- During the preventive maintenance process, the technician inspects the vehicle for any body damage or graffiti and repairs the unit during that process.

Tire Repairs

MV requires that every location conduct a weekly yard inspection where the inspector checks tread depth, damage, and tire pressure. Additionally, tires are checked by our vehicle service workers when the vehicle is in the fueling line, and operators perform these checks during the pre-trip inspection. At any time during these inspections, the individual inspecting the tires identifies a tire with a tread depth less than 4/32 (front) and 2/32 (rear), if the tire has damage or if the tire is below 15 percent of recommended air pressure, the vehicle is pulled, and the tire is scheduled for inspection or replacement.

Warranty Repairs

MV administers warranties, including documenting, filing, and processing claims as a matter of practice in our maintenance program. We manage the timely repair of warrantied components and process all recovery fees in our MMIS, T-EAM.

Faster Recovery with MV

As an authorized warranty repair shop for Ford, New Flyer, MCI, Alexander Dennis, Arboc, Gillig, Braun, and Eldorado, MV can expedite the repair and recovery process by controlling the repair timeline.

Today, MV is authorized to perform warranty repair for Ford, New Flyer/MCI/Alexander Dennis/Arboc, Gillig, Braun, and El Dorado. Under these agreements, MV performs warranty repairs to the vehicle body, doors, electrical, seating, flooring, etc., and submits the claims for reimbursement from the manufacturer directly. Our status as a warranty repair shop expedites repairs significantly and ensures maximum vehicle availability during the service day.

Program Evolution

One of the elements that make MV's maintenance program world-class is its continual evolution to meet the changing needs of the industry. We draw from our vast experience maintaining passenger vehicles to develop best practices in maintenance operations, and we continue to evolve those practices based on our real-life experience maintaining and managing our fleets.

Adapting for Tomorrow's Technologies

Our maintenance program must keep pace with the industry, and that means making sure our technicians are prepared for any incoming vehicles over the new term. We work in partnership with our customers to ensure we are aligned on what changes will be made to the fleet, if any, over the term - so that we can train our technicians for these new units and we can establish the right PMs within our maintenance program in advance of their arrival.

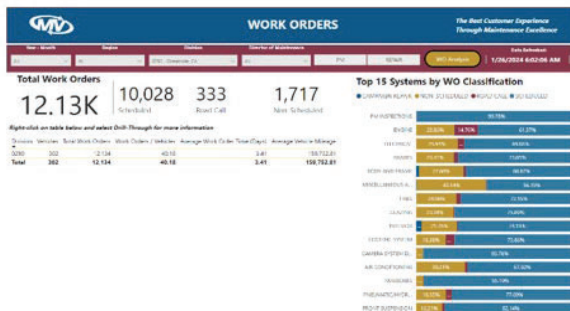
MV's maintenance training is developed in partnership with OEMs and by MV's National Workforce Development Director, Humberto Marazzi. Director of Maintenance Kenny Pouncey authors all preventive maintenance inspections.

For broader changes within the industry, MV pivots to build those functions within our corporate support network. For example, in recent years, our maintenance function has grown to include individuals dedicated to zero emissions in public transit fleets, data analytics, real estate, and information technologies.

MV Insights

Not only do we stay up to date with known defects, new technologies, OEM updates, and changing regulations, but we also leverage our data-rich experience to help solve the challenges we face today.

MV has maintained Trapeze-EAM as our maintenance management information system (MMIS) for over ten years at 95 percent of our maintenance shops. We ingest data from T-EAM into Azure, then use Power BI to analyze and visualize that data for end-to-end visibility of our maintenance shop. This means that our local maintenance shops can not only view their own performance against our key performance indicators, but they can also use



MV Insights Work Order Dashboard



MV Insights Drill Down to Engine System Workorders

historical repair data for like-vehicles in the company to identify preemptive maintenance activities needed.

Quality Control Process

Our maintenance program is a living, thriving program - it continually develops to adapt to new technologies, solve problems before they occur, and deliver an overall better result. By employing a strict quality control process, we can detect and fix errors, analyze their cause, then retrain. But if we start noticing a trend, we can develop a solution that can be applied to the broader base of best practices.

It is important to note that since moving to digitized shops, our quality control efforts have greatly enhanced. With clean, complete data, we can analyze our activities and gain insights into how to enhance our standard operating procedures faster and more reliably.

MV's maintenance quality control process consists of the following activities:

Quality Control Activity	Frequency	Performed By	Potential Solutions
Rerack Inspection - 10 percent re-inspection of all PM inspections for the month	10 percent per month	Maintenance Manager	Retrain the technician in the PM process Retrain the technician in using the PM form Edit the form for clarity and detailed help instructions
Technician Productivity - review of active and inactive time worked to assess compliance with standard repair times and productivity of the technician	Daily	Maintenance manager	Retrain the technician
PMI Inspection Sheet Review - 100 percent review of all work orders entered in the T-EAM System for the shift, including validation of all workorder requests	Daily	Maintenance Manager	Retrain the technician in documentation Retrain the technician in all work order generation
Road Failures - Root cause analysis of	Daily / As occurs	Maintenance Manager	If the item was detectable, administer retraining

Quality Control Activity	Frequency	Performed By	Potential Solutions
failures by asset type, last PMI, outstanding workorders, DVI history. Use Predictive Parts Engine to compare life expectancy of component.			Update PM for changes to that component's planned replacement Implement maintenance campaign to address fleetwide issue
Visual Inspection of the Fleet	Weekly	Maintenance Manager	Retrain vehicle service workers Update cleaning checklist for clarity and detail
Shop Audit	Semi-annually	Director of Maintenance	This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records, and maintenance safety and training. If needed, the director develops an action plan to resolve any issues identified.
Facility Audit	Annually	Director of Maintenance	Facility audits include an inspection of the operating facility and an audit of facility systems and sub-systems inspections. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

Inventory Management

MV has national accounts with several vehicle manufacturers and parts dealers. We leverage this national purchasing power to obtain volume discount price structures that deliver the most efficient pricing to MV and its customers.

All parts inventory is managed in T-EAM. The system allows us to establish minimum and maximum inventory thresholds and alerts our team of parts needs. MV ensures the physical inventory count matches the perpetual inventory balance by requiring the maintenance

manager to review work orders to confirm the parts were charged out at the time of issue prior to closing work orders.

We strive to conduct inventory turns two times per year. We will evaluate our inventory for parts deemed obsolete annually. Parts are deemed obsolete if they are not issued at least once per year. As vehicles approach their planned retirement, to minimize write-offs at the time of retirement, we work to remove and scale back the reorder of parts specific to those vehicles.

MV uses OEM or OEM-equivalent parts.

Parts Designations

We designate parts as A-, B-, and C-level, as detailed in the following table. The parts lists for each level are only meant to be an example, not an exhaustive list.

Part Level	Part Level Description
A-Level Parts	Highest-level stocking parts 50 percent of our inventory Subject to monthly cycle counting Typically includes preventive maintenance parts, foundation brake parts, fare boxes, destination signs, lighting, charging system, and shocks and bushings High-value parts may be designated as A-level to ensure they are counted frequently
B-Level Parts	30 percent of our inventory Subject to quarterly cycle counting Typically includes lower-use parts such as doors, bearings, and tune-up parts
C-Level Parts	20 percent of our inventory Subject to twice annual cycle counting Typically includes major engine components, transmission components, and drive line

Compliance

Overarching our entire operation is the need for compliance - compliance with laws and regulations, compliance with our contract with the City, compliance with our company standards, and compliance with OEM recommended best practices. Our technicians are trained in each of these areas during their orientation training, which will be administered by Maintenance Manager Nga Prachittham.

Technicians Must Know their Contract

Orientation training includes a review of MV's contract with the City with a specific focus on our maintenance responsibilities, the responsibilities of the City, and the expectations of MV's

service. This includes a review of all published performance standards related to maintenance (PMI on-time performance, mean distance between road failures, fleet cleanliness, roadcall response, etc.)

Compliance with Laws and Regulations

MV maintenance operations comply with DOT inspection criteria and the North American Out Of Service (OOS) criteria as defined by the Commercial Vehicle Safety Alliance (CVSA). We stay current with these criteria as they are updated annually, and all technicians can access a copy of these standards through a shortcut on T-EAM's homepage. MV also posts up-to-date links to all Federal Motor Vehicle Safety Standards (FMVSS) information and DOT regulations as they are updated.

OEM Compliance

MV subscribes to manufacturers' service bulletins, and we maintain a link on the T-EAM homepage to these bulletins.

The homepage of T-EAM has links for technicians to Ford Motor Company, AC Delco, Cummins, Alison, and Meritor. This homepage is continually updated with new information as it is available.

Compliance with MV Standards

MV has a library of 53 Standard Operating Procedures (SOPs) available to MV technicians. Technicians are trained in the SOPs throughout their careers, and these procedures are available to all technicians through the T-EAM homepage. Anyone with access to the system, from vehicle service workers to directors of maintenance, can access these SOPs.

Maintenance Safety Program

MV's safety program underpins each functional area of our operation, including maintenance. We uphold a stringent maintenance safety program in every MV shop with the following safety initiatives.

Monthly Maintenance Safety Training

Each month, our maintenance team attends an hour-long Maintenance Safety Meeting. These meetings are for maintenance employees only and are meant as ongoing safety training specific to our shop, including all OSHA specific requirements, injury and illness prevention subjects, hazardous communications (HAZCOM), bloodborne pathogen, lock-out tag-out, and Personal Protective Equipment (PPE). Maintenance Manager Nga Prachittham will facilitate these meetings using a curriculum designed by MV's Safety and Maintenance teams.

Shop Safety Manual

The MV Shop Safety Manual is an essential guidebook followed by MV's shop employees. It outlines MV's general safety rules and then outlines the safety responsibilities of each employee. The manual outlines the various PPE available to them and reviews basic

housekeeping rules and their role in maintaining a safe environment. The remainder of the manual outlines safety protocols for various tools and specific operations. The remainder of the guidebook addresses emergency action, OSHA regulations and compliance, HazComm, fuels and fluids, electrical safety, and lock-out tag-out.

Availability and Proper Use of Safety Data Sheets

All MV shops have a Safety Datasheet binder floor for all substances used in our maintenance shop. This binder is located in a common area of the shop and is easily identified as being in a bright-colored binder. MV has access to all SDS sheets online and maintains up-to-date materials in the shop.

Personal Protective Equipment

MV provides employees with the recommended PPE and supplies and ensures the availability of hand sanitizer and approved cleaning products. Face masks, gloves, hand sanitizer, and sanitizing wipes are available to employees and are to be used during employee shifts. Hand sanitizer is strategically placed throughout the facility, and "Sanitary Stations" are available in high-touch areas. All employees practice routine cleaning of frequently touched surfaces.

Lockout/Tagout

To ensure a safe and healthy work environment, we have strict practices that alert all team members that a piece of equipment is unsafe for use and is not to be touched. This Lockout/Tagout (LOTO) program establishes the minimum requirements for identifying and securing energy-isolating devices to prevent an unexpected release of hazardous energy during any equipment servicing or maintenance activity.

The LOTO program ensures that the affected system or equipment is isolated from all potentially hazardous energy and the vehicle is physically locked and flagged as unusable by anyone other than the authorized employee performing maintenance activities. Our lock-out tag-out program is to be used in conjunction with other industry-accepted safety procedures (such as the use of safety tapes, signs, guards, and barriers).

Maintenance Sustainability Program

MV is committed to managing our facilities to minimize environmental impacts and encourage sustainability. We are responsible for conserving natural resources and protecting the environment through industry-proven best practices and programs.

Our environmental programs follow all local, state, and federal requirements. MV employs local consulting groups specializing in the local markets to ensure that all applicable plans are developed appropriately and that our staff is adequately trained to manage these programs.

Storm Water Pollution Prevention Plans (SWPPP)

MV will have our environmental consultants review the existing plans to ensure they address all current regulations and best management practices. MV uses Mapistry for end-to-end compliance to plan, organize, and provide reminders about critical inspection and sampling tasks and manage corrective actions.

Spill Prevention, Control, and Countermeasure Plans (SPCC)

A Tier I or Tier II SPCC plan will be developed based on stored quantities of fuel or oil in above-ground tanks. The plan describes the oil handling operations, spill prevention practices, discharge control, and the facility's personnel, equipment, and resources to prevent spills from reaching waterways.

Wastewater Discharge Permit

MV will ensure all wastewater discharge permits are current and maintained. All oil water separators (clarifiers) are adequately maintained to minimize pollutants entering sanitary sewer systems. In addition, where applicable, reclaim systems are in place and maintained to reuse wash water for vehicle cleaning.

MV has a national contract with Safety-Kleen for the periodic cleaning of oil/water separators to remove sludge and build-up and ensure all manifesting is managed for documentation of cleaning and removal.

Waste Tire Management

MV follows all applicable requirements for managing waste tires and recycling, and where appropriate, all required permits are maintained. Recycling tires is a fundamental part of MV's sustainability programs. MV will only use authorized firms to recycle tires and maintain all manifests for tracking tires through a recycling program. In addition, MV uses, in certain sites, mileage tire programs where the tire manufacturers manage the tires cradle to grave.

Refrigerant

MV technicians are trained and certified to comply with Section 609 of the EPA's Technician Training and Certification requirements regarding motor vehicle air conditioning recovery and recycling. These cover the importance of refrigerant recovery and the effects of improper handling of refrigerants on the ozone layer and climate. MV only used EPA-approved companies that administer the training and testing.

Recycling

Sustainability programs are in place to ensure MV conserves and manages resources to prevent pollution and recycle or reuse materials to minimize our environmental impact. These practices ensure that we are not only good stewards of our facilities, fleets, and natural resources. These items include:

- **Antifreeze:** Used antifreeze can last indefinitely. Antifreeze is stored in separate containers to prevent cross-contamination. MV uses Safety-Kleen to recycle antifreeze, which is returned to suppliers for blending with new products.
- **Used Lubricants:** Used lubricants are stored and picked up for re-refining, which is a process to return the oil to a high-quality base product.
- **Used Filters:** Filters are stored and picked up by Safety-Kleen division Oil Filter Recyclers. OFR has a patented recycling process that separates the oil filters into three products, ferrous metals, filter media, and used oil. All of these products are used in various manufacturing processes or alternative fuels.
- **Other:** Other items that are part of our sustainability programs include
 - > Ensuring parts cores are returned to vendors for OEM remanufacturing
 - > Maximizing the use of OEM remanufactured components when applicable
 - > Wear parts are sorted by material types and sent for recycling where applicable
 - > Encourage the use and purchase of Renewable Natural Gas for CNG-powered equipment
 - > Use of biodegradable bus washing soaps and cleaning products
 - > Upgrading through routine replacement of incandescent or fluorescent lighting to more efficient LED-type lighting.

E. Safety Program

Highlights of this section:

- Program focuses on eliminating unsafe behaviors to reduce the chance of accidents.
- Data analytics and state-of-the-art in-vehicle technology drive our rigorous coaching and retraining programs.
- MV's proven safety plan is nationally deployed in more than 140 transit operations.

Benefits to the City:

- Safer service for the riders and community
- Access to information regarding our safety performance
- Built upon industry best practices, APTA standards, USDOT, and FTA guidance

Destination Zero – MV’s Safety Program

MV brands its safety program as Destination Zero, an operating philosophy that all employees must adopt. Destination Zero calls for all MV team members to strive for zero unsafe behaviors, zero accidents, and zero injuries daily. It follows Herbert Heinrich’s theory of Accident Causation, which finds that for every 300 near misses or unreported occurrences, there are 29 minor injuries and 1 major injury. The cause of the 300 near misses, unsafe driving behavior, is what we focus on eliminating. Destination Zero identifies and evaluates unsafe behaviors and employs a rigorous, individualized re-coaching and retraining program designed to modify driving behaviors.



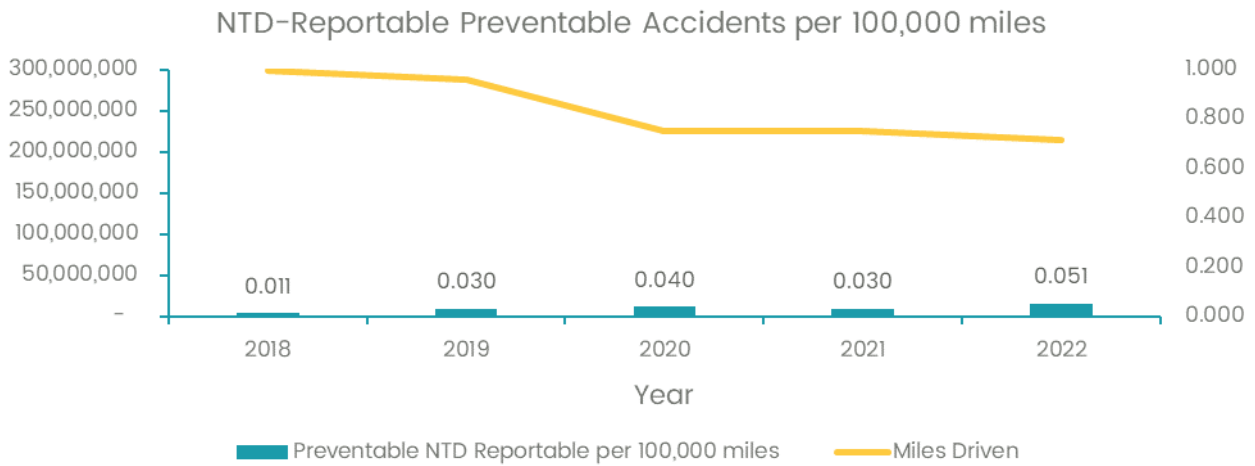
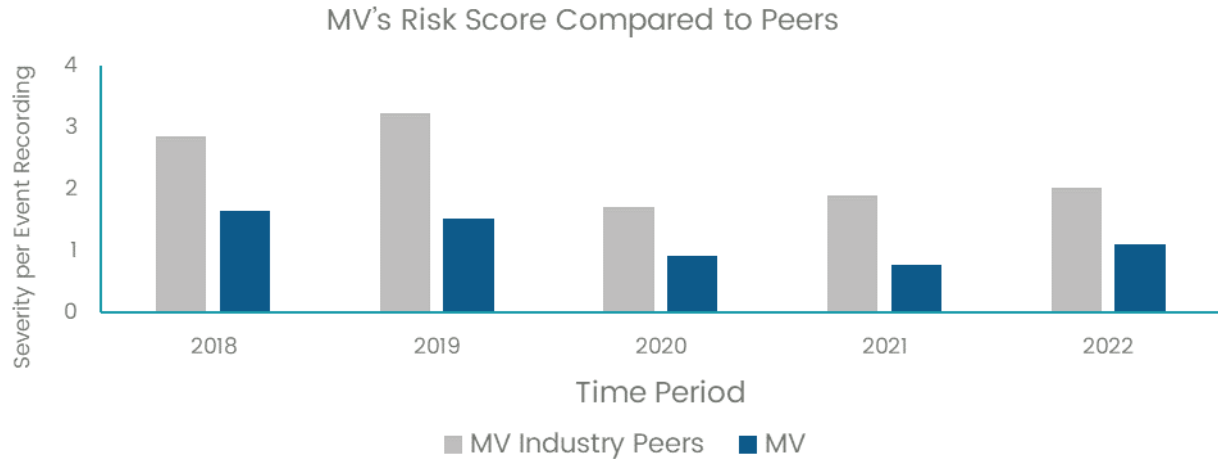
The Destination Zero philosophy and mindset is reinforced throughout the service year. We distribute safety messages, post signage, and hold events focused on our organization’s ultimate destination – one without risk. The Destination Zero campaign addresses six areas where continual work is always required.

Destination Zero – Proven Safety Performance

The Destination Zero Safety Program is the foundational system on which our company operates. No operational element is more important than safety; we cannot deliver an outstanding customer experience without a safe operation.

We are proud of our safety record, and the two charts below demonstrate our safety leadership in the industry. The first chart is data collected by LYTX, the manufacturer of DriveCam. It shows the average severity per event recording for MV and the average of our competition in the contracted market. You can see from this data that MV is 60 percent less risky than its peers.

The following chart illustrates MV's year-over-year safety record, calculated as NTD-reportable preventable accidents per 100,000 miles. In an industry where the most common performance standard regarding safety is one accident per 100,000 miles, MV's numbers exhibit the effectiveness of Destination Zero.



Destination Zero Technologies Considered in this Offer

When preventing the one accident that occurs for every 300 near misses, we need to identify unsafe behaviors that do happen to prevent their reoccurrence before they result in a near miss. We use three technology tools to manage this activity.

The first technology is passive and designed for the operator only. We use Mobileye Collision avoidance technology as an operator tool. This technology generates no data - it serves as an operator alert only to advise of potential collisions.

Mobileye comprises a small camera that is mounted behind the rear-view mirror. It detects impending forward collisions (while accounting for speed), the presence of pedestrians or cyclists, lane departures, and speed limits and alerts the operator of the hazard on the dash-mounted display. Mobileye gives operators the opportunity and the time to recover from a potential accident by changing their safety behavior. This technology works in daylight and nighttime and is the foundation of Mobileye’s self-driving technology, which is currently used in commercial vehicles.



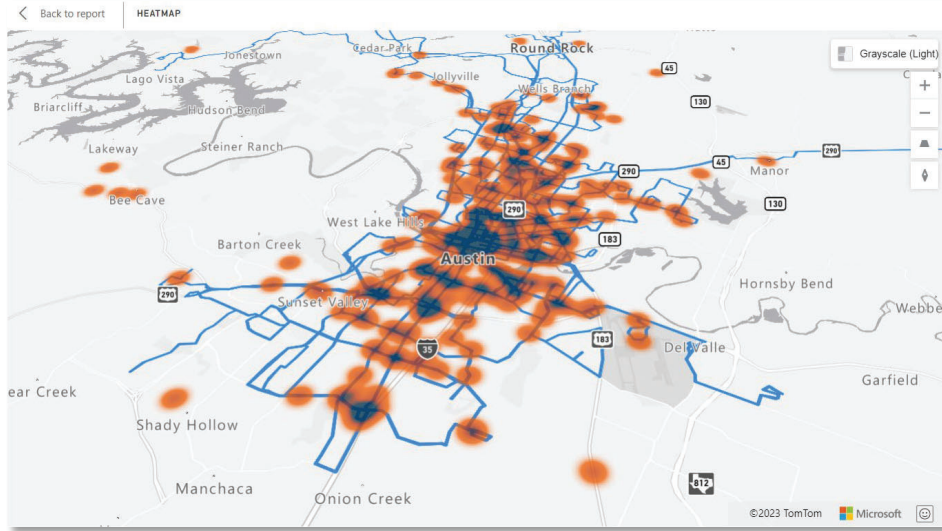
To collect safety data from our vehicles, we leverage DriveCam by Lytx. This technology is used as a safety monitoring tool. It generates extensive data from video clips and categorizes them across multiple datasets.

DriveCam SF400 offers the latest technology in triggered-event recording technologies. MV will upgrade the Santa Rosa DriveCam to SF400 in the new term. DriveCam is a small camera that we install on the windshield, and it continually records a view ahead of the vehicle and a view of the vehicle interior. When triggered by internal sensors, the video clip is saved and transmitted to the DriveCam Fleet Management Platform. Using Advanced Machine Vision and Artificial Intelligence capture, this system accurately categorizes risky driving behaviors and reports results on a detailed dashboard. Within minutes of a triggered event, our team receives DriveCam alerts on their mobile device - giving our team near real-time actionable information. These units contain four high-lumen infrared lights and integrated microphones and can save up to 100 hours of footage that we can access on-demand (for necessary investigations).



Finally, we use MV Safety Insights to analyze the data we glean from the DriveCam Management Platform further and visualize this data across multiple lenses.

MV Safety Insights is part of our MV Insights suite of analytical tools built on Power BI. Developed in partnership with our Data Sciences team, our operations experts, and our safety leadership, MV Safety Insights ingests data from the DriveCam Fleet Management Platform on each individually scored event and analyzes the data across multiple datasets to determine who, what, where, and when the greatest risk is present in the service. Our local team uses various dashboards and reports to proactively mitigate these risks. This includes employee coaching, administering retraining, posting signage about dangerous intersections, refocusing our safety meeting topics, selecting safety blitz themes, and more. We continually measure the effectiveness of these actions when assessing repeated behaviors.

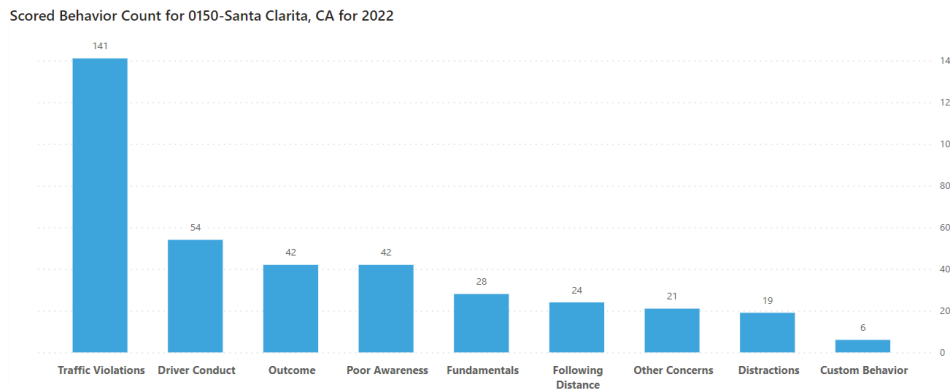


Heatmap display of riskiest areas

Scored Events by Time and Day for 0150-Santa Clarita, CA for 2022

LocalDayofWeek	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Total
Sunday			1	2	1	1	2	4	2	2	4	5	4	2	1	3		1		35
Monday		1	2	3	2	6	4	1	3		1	4	1	6	8	2	3			47
Tuesday			1	1	1		2		1	4	2	5	5	4	3		1	1	1	32
Wednesday			1	4	4	3		3	1	3	1	3	2	3	3	1	3	4		39
Thursday	1		2	2	3	2	2	4	2	1	1	4	2	3	2	1	5	2		39
Friday			2	1	4	6	1	2	4	4	3	7	3	4	2	5	3			51
Saturday					1	4	4	2	1	4	1	2	2			2	2			25
Total	1	1	9	13	16	22	15	16	14	18	13	30	19	22	19	14	17	8	1	268

Unsafe Driving Behaviors by Day of Week, Time of Day



Unsafe Driving Behaviors by Behavior Type

Our Safety Management System

MV's Safety Management System drives Destination Zero in content and structure. It serves as the framework for administering, revising, and protecting the Destination Zero program while empowering our local leadership teams to integrate the safety principles outlined in this system into their local operations.

FOUR COMPONENTS OF OUR SMS



Schedule of Safety Promotion

Daily	Weekly	Monthly	Bi-Monthly	Quarterly
Daily Safety Messages	Safety Fundamentals	Operations Safety Meetings	Safety Stand-Downs	Safety Blitzes
Daily Safety Huddle	Weekly Safety Staff Meetings	Maintenance Safety Meetings		
		Quality Control Checks		
		Safety Tasks		
		Safety Stand Downs		
← Incentive Programs, Competitions, Contests, Awards and Commendations →				

Embedding Destination Zero into the Employee Journey

We promote Destination Zero at the start of an employee’s journey. During recruiting, applicants learn about the Destination Zero philosophy and the importance of safety at MV – that safety is part of our mission, vision, and core values – as a company with a mission-driven culture, safety must always be at the forefront of our words and actions. Once hired, the trainee is acclimated to Destination Zero as they are introduced to the various training areas. Here, the company reinforces safety as our underlying mandate and utmost priority. Employees then benefit from and promulgate a service-based culture built upon safety principles and a family-like atmosphere within the workplace.

Mission
We Provide Freedom.

Vision
We deliver innovative transportation solutions that provide freedom of movement, safety, and a customer experience that is second to none

Core Values
Respect, Ethics, Safety, Profitable Growth, Excellence, Celebration & Collaboration, Talent & Innovation

Incentives, Prizes, and Competitions

We strive to instill our safety ethos in our employees using several techniques – daily messaging, scheduled meetings, employee events, and more. We also know the importance of positive reinforcement, team building, and employee recognition in a people service culture. This is why Destination Zero and our SMS require that all MV locations have a promotion program, which typically includes contests, competitions, and awards programs that keep our employees engaged and excited about their jobs. Mohamed Hag Ali will have the discretion to adjust these events to appeal to the local team; however, our local Safety Committee will lead the overall design of our incentive program. Below is our draft incentive program for the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service team. This schedule is subject to adjustment by the local team as needed.



- **\$400 Annual Safety Bonus:** All operators who do not experience a preventable accident, attendance violation, or customer complaint in six months will be paid \$200.
- **Raffle Royale:** All operators who do not trigger the DriveCam system for unsafe behaviors for the month are entered into a raffle of up to \$200 in prizes.

- **Safety Bucks Bonanza!** The local management team purchases a series of prizes; they display them for 30 days with the associated cost of the item (1 safety buck = \$1.00). Over the month-long period, each operator can earn up to 3 safety bucks per day by being preventable accident-free, DriveCam event-free, and/or complaint-free. At the end of the month, all operators are awarded their earned safety bucks and an invitation to the Safety Auction. We give out auction paddles, and the highest bidder wins the prize.
- **The Katherine McClary Operator Award:** All MV locations compete for this national prize that recognizes our finest vehicle operators nationwide. Qualifying operators are evaluated on their safety records, their driving record, complaints received, community service, and DriveCam events. We recognize recipients quarterly, annually, regionally, and nationally. National recipients receive a trophy and a monetary prize.
- **Pin it to Win it!** Safe operator pins and patches are available for recognizing safe operators or aides who perform a consecutive 12-month period of safe service. Pins and patches are available for 1,2,3,4,5... years up to 30 years. To receive a pin and patch, the operator must not have any preventable accidents, preventable incidents, or safety points issued during the eligibility period.
- **Operator of the Month:** General Manager Mo Ali selects an operator of the month based on their safety performance. This individual receives a designated parking spot for the month.

Up-to-Date Compliance

MV's Destination Zero safety and training programs are built on years of experience and developed best practices, and they are continually informed by regulatory and industry resources, including but not limited to the DOT, FTA, OSHA, the Department of Homeland Security, the Center for Disease Control, National Safety Council, National Transit Institute, and more.

MV's corporate safety team continually reviews changes to federal laws and regulations regarding safety and transit vehicle operations and maintenance, and we amend

About our Location Safety Committee

Each MV location with ten or more employees is required to have an on-site safety committee.

The safety committee works as a team to promote Destination Zero and create and maintain a safe work environment for our employees. They evaluate the workplace, make recommendations for improvements, and create and manage our recognition programs. The LSC has a role in safety and security; they continually identify areas of risk reduction, are active in the emergency planning process, plan safety-related events, and determine the scope and schedule of the safety incentive program. The committee comprises up to ten members and should have representation from each functional department. The LSC meets monthly.

our policies for compliance. We follow publications from APTA, DOT, NITSA, FTA, FMCSA, and OSHA regarding changes to federal regulations, and our safety directors are responsible for following any state DOT, DMV, PUC, or other state-level regulations related to transit vehicle operation and maintenance and safety. All updates to standard operating procedures, addendums to safety plans, and modification of safety and training forms are vetted through a strict approval process, up to and including the Senior Leadership level, as governed by the severity and requirements of the change.

Ongoing Audits and Inspections

Throughout the operating year, MV's operation undergo several safety audits and inspections.

Monthly Safety Inspections - Safety and Training Manager Nicole Arends will perform facility safety inspections monthly. They report all findings to the regional director of safety, who follows up on all items during the semi-annual audits.

Annual Safety Audit - The annual safety audit is a full-day inspection of the operating facility. Director of Safety George Gonzales ensures all safety elements are in place and performing as designed. This audit confirms compliance with MV and the City safety policies, rules, regulations, standards, codes, procedures, and requirements. They also review all employee training files for completeness and compliance. Finally, they review all safety-related programs, issues, and reporting and recommend improvements.

Annual Fire Safety Inspections - Each location receives an unannounced fire inspection annually. These inspections are based on compliance with all local fire and life safety codes. We document the inspection and follow-up on any areas of identified weakness.

Insurance Inspections - Each MV location is regularly subjected to a scheduled inspection by MV's insurance provider. This process confirms compliance with local, contractual, and company specifications regarding proper maintenance of the insurance required for the location's operation, equipment, and facility.

Employee Spotlight: Sabrina Schmidt, Bus Operator

Sabrina Schmidt has truly excelled in her position through a variety of factors. Whether it's her strong work ethic, insatiable curiosity for operations, and ability to seek personal enhancements continuously, Sabrina has gone above and beyond to stand out amongst her peers. These accumulated qualities landed her the role of road supervisor, where she takes these great characteristics and teaches new operators what she's learned and how they can grow in their own roles.

Sabrina's dedication and drive further allowed her to serve as a dispatcher, which she also excelled at after only a short period of time. Through all these combined accolades, Sabrina has shown promise as a candidate for MV's General Manager Academy, allowing her the opportunity to deepen her understanding of service operations and assume a leadership role to the continued benefit of those around her.

Workplace Safety and Security

As part of our Destination Zero philosophy, workplace safety and security are enforced regardless of where employees work. The workplace can mean the bus, the field, the facility, the shop, or the yard – Destination Zero applies to the workplace, regardless of your position.

Safety and Security

All employees receive training on customer service and de-escalation training (49 U.S.C. 5329(d)(1)(H)(ii)(III)). This training program covers expectations for professionalism, including dealing with coworkers, passengers, and the public. We use this training program to train on handling difficult customers or passengers and resolving conflict properly. Our teams are trained to contact law enforcement/emergency services in the event of a situation that threatens the safety and security of the employee(s), the passengers, or the public. Operators and dispatchers go through specific training on these types of emergency communications. Additionally, all employees must attend the active shooter training, training in handling suspicious packages, and weapons of mass destruction modules of operator training.

Health and Safety

MV facilities are OSHA compliant and factor in essential safety needs, including but not limited to the presence of eye wash stations, requirements for and provision of Personal Protective Equipment (PPE), ergonomically healthy workstations, and formalized lock-out tag-out procedures. We have an active Hazardous Communication Plan, and our facilities are equipped with Safety Data Sheets in areas where hazardous materials are stored. MV facilities are equipped with sanitizing cleaners, disinfectants, and hand sanitizer.

Destination Zero – Documentation, Manuals, and Materials

MV has a wealth of documented safety plans, from emergency action to hearing conservation. We centralize all guides, policies, programs, and plans on InsideMV, our company intranet and document repository accessible to all supervisors and managers. This site contains our safety calendar, provides access to online forms and training resources, and connects our local teams with documented best practices in safety management.

DOCUMENTED PROCEDURES AND RESOURCES

- Safety Management System with PTASP Addendum
- Digital Accident Packets
- Link to Enterprise Incident Reporting
- Monthly Safety Meeting Videos
- Safety Manager Playbook
- Safety Policy Manual
- Workers Compensation Policy Manual
- OSHA Inspections Guidelines
- CHP Inspection Guidelines (California only)
- DriveCam Best Practices
- Shop Safety Handbook
- Continuity of Operations Plan (COOP)
- Injury and Illness Prevention Program (IIPP)
- System Security and Emergency Preparedness Plan (SSEPP)
- Lock Our Tag Out Program (LOTO)
- Hurricane Preparedness plan
- Heat Illness Prevention Plan
- Hearing Conservation Program
- Fire Prevention Plan
- Hazardous Communications Plan

- Preventability Determination
- Safety Culture Materials
- Emergency Action Plan
- Bloodborne Pathogen Plan

F. Training Programs

F.a. Operator Excellence Training

Highlights of this section:

- MV's proprietary operator training program leverages training materials, best practices, and ongoing guidance from USDOT, FTA, TSI, NTI, NHTSA, the Department of Homeland Security, and APTA. It is ELDT compliant.
- Operator training reinforces our Destination Zero approach to safety while keeping the trainees engaged, alert, and immersed in learning.
- The entire training platform is built on the Safety 360 Defensive Driving Principle that reminds operators to keep a 360° field of vision and 360° of space around the vehicle while driving.
- OET embeds a 4-hour passenger transportation-focused customer service module, which unites traditional customer service techniques with robust sensitivity training to reinforce an outstanding customer experience for all.

Benefits to the City:

- The most up-to-date operator training program available today, distributed on the most modern platform available
- Proven operator training that has been deployed at 140 public transportation contracts nationally
- Operators consistently trained to rigorous standards of safety, professionalism, sensitivity, and customer service - promoting the City's brand as a safe, people-focused service

Program Design, Approach to Learning, and Guiding Principles

Between 2020 and 2021, MV performed an extensive evaluation of commercially available professional operator training programs in the market to determine whether any satisfied the rigorous standards we had set moving forward:

- Built upon industry best practices and guidance from industry-leading and regulatory resources
- Centered on the core principles of defensive driving

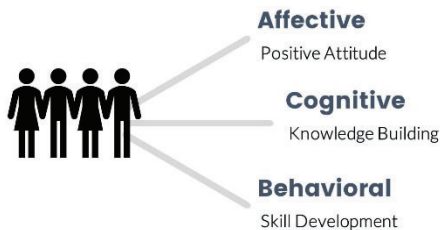
- Appropriate and relevant to the health, security, and safety risks faced by operators today
- Focused on reducing unsafe behaviors, following Heinrich’s law that for every 300 unsafe acts there is 1 accident.
- Easily customizable to our individual customers’ training needs
- Able to be revised quickly and globally to comply with any changing regulations
- Flexible in design so that specific modules could be purposed for retraining and refresher sessions

Without a clear choice satisfying our requirements, MV opted to make a million-dollar investment into creating, developing, and deploying a new operator training program, Operator Excellence Training, or, OET.

- OET comprises five training settings with accompanying materials designed to progressively move the trainee from behind the desk to behind the wheel.

Training Type	Total Hours
Classroom	29.43
Pre-driving skills	4.50
Observation Hours	25.50
BTW Hours	21.00
<i>Skills Course</i>	5.50
<i>Basic Driving Skills</i>	15.50
Cadet Driving Hours	15.00
Final Driving Evaluation	1.00
Total Time	96.43

- OET is dynamic, interactive, and built for adult learning. The training design is meant to impact the trainee in three ways:



- Throughout the training program, the trainee learns about the importance of **Safety 360°** - a holistic safety approach to maintaining 360° of visibility and a 360° safety cushion of space around your vehicle.

360° of Proper Visibility:

Look 15 seconds ahead
 Check mirrors every 5-8 seconds
 Change point of focus every 2 seconds
 Rock n Roll looking left, right, left

360° Cushion of Space

Minimum 4 second following distance
 Space on all 6 sides of vehicle
 Avoid driving in bunches
 4-foot curbside clearance
 10-foot space when stopped behind another vehicle
 3-second pause at a fresh green light



**360° of Visibility
 360° of Space**



- OET also recognizes that mindset is important, so throughout the program we reinforce our shared goal of **Destination Zero**: Zero unsafe behaviors, so we can achieve zero accidents, zero injuries, and zero fatalities.



- The OET video library is built on a streaming platform that allows users to stop and start at their own pace and is accessible to all MV locations via the internet.



Developing the Professional Operator

MV’s OET training is comprehensive and covers a wide range of topics essential to professional bus operation and public transportation service. In addition to safe driving skills, defensive driving techniques, and on-road operation of a public transit and paratransit vehicle, our training includes education core to becoming a professional operator:

Customer Service: Customer service training is administered through a 4-hour training class titled Platinum Connection Customer Service, or PCSS. PCSS guides trainees to treat others how *they* would like to be treated. It teaches trainees to make customer-centric, solution-oriented choices focusing on personal responsibility. The training relies heavily on the acronym ACE (Attitude, Choice, and Empathy), encouraging trainees to “Ace the customer experience.” PCSS includes education on interacting with difficult passengers, de-escalation techniques, and communication strategies to mitigate conflict.

Passenger Sensitivity: Besides educating trainees on ADA law and common disabilities, we train all operators to demonstrate passenger sensitivity as a matter of practice. This training includes assisting passengers who use mobility aids, speaking at passengers at eye level, securement of passengers in mobility devices, asking permission before touching a mobility device. During our passenger sensitivity training we often work with community members and disability advocates to speak from real-life experiences. We also require trainees to navigate boarding a bus in a wheelchair or blindfolded, so that they can experience the customer experience from the point of view of someone with a disability. Passenger sensitivity refresher training is administered.

Security Awareness: The role of the professional operator requires heightened awareness and vigilance against public security threats. MV trains our operators in emergency management and emergency response for safety events on the bus (for example, handling vehicle evacuations or bus fires) as well as detect security threats in the public. This includes active shooter response, how to detect and report suspicious packages, how to respond to threats of violence, and how to identify the signs of human trafficking. This training includes proper use of codewords when communicating with dispatch, as well as interacting with emergency personnel and law enforcement.

Eight Areas of Classroom Training

Classroom training is divided into eight topics, each broken into modules that have video, classroom discussions, questions and answers, and quizzes. Individual modules are designed to be easily consumable while reinforcing the principles taught in each session.

Section 1: Onboarding	Orientation to MV, orientation to the job, drug and alcohol, SMS, wellness
------------------------------	----------------------------------------------------------------------------

Section 2: Regulatory Training	HazComm, whistleblower, bloodborne pathogens, sexual harassment, credentials, hour of service
Section 3: Customer Service	Customer service, professionalism, issue resolution, passenger assistance, sensitivity, de-escalation
Section 4: Safe Operations	Vehicle and vehicle systems orientation, basic operation of the vehicle, best practices on-the-road, ergonomics
Section 5: Defensive Driving	Vision, vehicle size, space cushion, communications, backing, turns, intersections/RR crossing, speed management, special driving conditions/adverse weather, safety equipment, preventable collisions
Section 6: On the Road	Operations procedure, route training, performance standards, radio protocols, service area orientation, fare structure, boarding and alighting, customer safety
Section 7: ADA Sensitivity/Passenger Assistance and Securement	ADA, mobility aids, service animals, medical conditions, sensitivity, assisting, mobility device securement, lift/ramp operations, professionalism
Section 8: Security Awareness and Emergency Procedures	Emergency management, evacuations, extinguishing fires, mechanical emergencies, suspicious packages, threats of violence, human trafficking,

Pre-Driving Skills – Classroom Onboard the Vehicle

Before we ask a trainee to operate a service vehicle, we orient them to the vehicle well in advance. During this part of the training, each trainee sits in the operator’s seat and familiarizes themselves with the bus controls and the onboard technology. They adjust their mirrors, get a feel for the size of the vehicle and its spacing, and they put into place the skills they learn in Section 4 of Classroom Training. All trainees are educated on how to deploy the mobility device lift/ramp and get the opportunity to touch and feel the mobility device securements.

26 Defensive Driving and Performance Skills of BTW Training

Behind-the-wheel training begins with a coned skills course and ends with the mastery of 26 specific defensive driving and performance skills. Before graduating from BTW training and moving on to Cadet training, trainees must demonstrate proficiency in the following areas.

- | | | |
|----------------------------------------|--------------------------------|----------------------------------------|
| 1. Pre-trip Inspection | 10. Following Distance | 19. Pedestrian and Bicyclist Awareness |
| 2. Seat Adjustment | 11. Adverse Weather Conditions | 20. Crossing Railroad Tracks |
| 3. Mirror Adjustment | 12. Decreased Visibility | 21. Service Stops |
| 4. Lights, Signals, and Horns | 13. Lane Changing Procedures | 22. Lift / Ramp Operation |
| 5. Use of Accelerator | 14. Passing Procedures | 23. Mobility Device Securement |
| 6. Use of Brakes and Anticipated Stops | 15. Merging Procedures | 24. ADA Announcements |
| 7. Straight Forward Driving | 16. Right Turns | 25. Commentary Driving |
| 8. Straight Backing | 17. Left Turns | 26. Post-Trip Inspection |
| 9. Narrow Streets and Low Clearance | 18. Navigating Intersections | |

Observation Training

Observation training represents the time that a trainee is on the vehicle during BTW or Cadet training, but they are observing another trainee train behind the wheel. During this training, the trainee listens to the instructor guide the operator while on the road, providing guidance and instruction as they watch the BTW trainee maneuver the bus. Also, during these sessions, trainees may observe the instructor operate the vehicle. We typically train at a 2:1 ratio of trainees to instructors.

In-Service Training (Cadet Training)

When a trainee has passed all classroom and BTW testing, they enter the final phase of their training - in-service training. This training occurs on an operating route, and the trainee operates the bus in service under the observation of a certified cadet trainer.

During this training, the trainee greets all passengers, collects the proper fares, observes the proper time points, and communicates with dispatch. They assist passengers using the mobility device lift and are responsible for securing all passengers' mobility devices. During cadet training, the trainer homes in on areas where the trainee requires refinement while assessing the trainee's safety, driving behaviors, use of onboard technology, and passenger interaction. The trainer provides feedback in real-time throughout the process.

Monitoring Training Program Effectiveness

To confirm our training program's effectiveness, we evaluate each new operator's performance at 45- and 75-days post-graduation and conduct training evaluation questionnaires.

We also routinely audit various phases and components of the training process, including documentation and trainers. Trends, areas of opportunity, and standards reviews are conducted during meetings with the training staff.



F.b. General Manager Training

MV General Manager Development Academy

Our General Manager Development Academy (GMDA) brings our general managers together nationwide to share knowledge, learn from each other, and expand their leadership skills. Investing in the development of our employees is one way we ensure our customers receive quality service.

Over the six-week program, they will experience exciting and challenging opportunities to gain insight into and enhance their leadership skills. Our goal in this program is to help managers become familiar with behavioral expectations, knowledge, skills, and abilities to succeed in their roles.

The program is a combination of classroom and virtual learning sessions as well as team-building activities.

As part of their graduation, they will create an Action Plan of three to five items they want to focus on once they return to their locations. During the final week, they will present their Action Plans to a panel that provides instant feedback and recommendations.

Contract/General Manager Mo Ali has attended this training.

F.c. Dispatch Training

Paratransit Dispatch Training

Dispatchers are responsible for proactive service delivery management, which includes monitoring on-time performance, route productivity, and moving trips to keep service reliable and efficient. They monitor service on the road, assist operators as needed, and coordinate responses to any issues experienced on the day of service. This team will receive training in the following areas:

Topic	Description	Hours
MV policies & procedures	Review MV's employee policies, including an overview of the employee handbook and federal regulations.	1.5
Service Overview	Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service schedules, standards, and policies	1
Job Purpose	Review of the job description, roles, and responsibilities	1
Service Area Training	Education in the primary service area street network, regional boundaries, major stops	1
Drug and Alcohol Policies and Procedures	This training describes prohibited substances and their detrimental effects and gives an overview of government policies regarding substance abuse. It discusses DOT drug and alcohol testing occasions, testing procedures	1.5

Topic	Description	Hours
	and presents MV's Zero Tolerance Substance Abuse Policy.	
Operator Supervision/ Reasonable Suspicion	Trainees learn about reasonable suspicion and administering FTA drug and alcohol regulations. This includes instruction in provider interaction, radio/MDT procedures, human resources functions, and labor relations.	2
Sensitivity Training/ADA	Sensitivity training that teaches disability awareness and communication skills with disabled individuals that include role-playing scenarios. MV's ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability	4
Customer Service Training (PCCS) Program	This facilitator-led course focuses on MV's vision of customer service and how MV employees connect with customers. The program teaches employees how to make customer-centric, solution-focused choices focusing on personal responsibility. This interactive program will use video examples of customer service situations to guide participant discussion. The learning is then locked in with engaging facilitator-led activities to enable participants to practice their customer service skills. PCCS Program.	4
Accident and Emergency Procedures	This training familiarizes employees with emergency operations, transit safety, accident/incident procedures, security, and incident command system procedures, client and DOT emergency action plan implementation strategies, and communication and ensuring a prompt and appropriate response. This training also prepares staff for specific events, such as onboard passenger illness, natural disasters, vehicle breakdowns, severe weather, and other service issues.	4
Harassment Training	How to maintain a harassment-free workplace is a required training that is video and facilitator based. This facilitator-led course focuses on all the different types of harassing behavior, including sexual harassment. MV has zero-tolerance for any harassment in the workplace.	1.5
Radio System	Knowledge and operation of radio systems/communication systems	1
Ten Codes	Review of ten codes and dispatch communications	1

Topic	Description	Hours
Phone & Radio Etiquette	When dispatchers are communicating with fellow employees or the riders, they must always remain professional.	2
Basic Trapeze Training	Using the Trapeze platform, managing and monitoring routes, reports, and dashboard use. Initial troubleshooting steps on MDT issues.	1
Opening dispatch procedures	Review of any open (unassigned) routes, stand-by operators available, unscheduled trips, and fleet available for service	24
Monitoring pull-out and pull-in	Using monitoring tools to ensure timely pull-outs	
Closing routes	Dispatchers will learn how to close a route if no coverage is available.	
Creating routes	Dispatch will learn how to create a new route for extraboard operators. Also, we will cover speed factoring for new operators.	
Lunch and break allocation	How to insert breaks without affecting PPH (Passengers Per Hour) and lunch violations (California sites)	
Same day scheduling	Re-scheduling trips and understanding how it impacts productivity	
Daily Queries	Queries that will be run daily to increase productivity and optimize live scheduling.	
Projected late trip	Late trips re-assignment	
Daily Queries	Sched & Neg Times Don't Match; Route productivity report	
Daily Reports	Productivity Report Dead Head Report PPH Daily Operation Report Double Booking Report	
Supervised Dispatch Training	On-the-job training with an experienced dispatcher.	16
Total		66.5

F.d. Paratransit Reservations Training

Reservationists provide outstanding customer service to callers seeking to book trips on the paratransit system. They are responsible for proper trip intake, maintaining call hold times, and ensuring appropriate call durations. This team follows a standard script designed to expediently address callers’ needs and present riders with the best trip options. Reservationists and Schedulers receive the same training as dispatch, as detailed in Section F.c. above.

F.e. Paratransit Scheduler Training

Schedulers are responsible for efficient trip scheduling. This team is adept in the Trapeze software, knowledgeable of the service area, and focused on efficient, quality service delivery. Schedulers receive the same training as dispatch, as detailed in Section F.c. above.

F.f. Ongoing Training

Vehicle Operators

In addition to refresher training provided during MV’s monthly safety meetings, we require mandatory retraining at the following points of an operators’ employment:

Type of Retraining	When its provided	Length of Training	Description of Training
Return to Work	Required when an operator returns from “inactive” status, 30 days or more.	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind-the-wheel road check. These focus on safety standards, defensive driving skills, and vehicle familiarity.
Post-Accident for cause	Required as soon as possible after the accident and no longer than ten days when an operator has a “preventable” rating for an	Varies based on the operator’s ability to perform the appropriate tasks to standard.	Post-accident retraining focuses on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate the ability to perform all required tasks to standard before being allowed back to driving duties.

Type of Retraining	When its provided	Length of Training	Description of Training
	accident or incident.		
Periodic Refreshers	We conduct these refreshers during specific periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind-the-wheel road check. These focus on safety standards, defensive driving skills, and vehicle familiarity.

Staff/Dispatch/Radio Personnel

In addition to the 12 hours per year for monthly safety meetings, we hold monthly departmental meetings to discuss relevant topics. We discuss customer service, efficient reporting, best uses of provided technology, providing an additional 12 hours of retraining per year.

Supervisory Personnel

In addition to the 12 hours per year for monthly safety meetings, we hold operations team meetings to discuss refreshers on reasonable suspicion, accident response, and customer service. This training provides an additional eight hours of retraining per year.

Maintenance Personnel

In addition to the 12 hours per year for monthly safety meetings, all maintenance personnel receive a minimum of 40 hours of retraining annually. This comprises safety meetings regarding pertinent safety matters such as OSHA, hazardous materials cleanup, and PPE. and regular retraining from vendor experts on brakes, electrical, and air systems.

G. Subcontractors

MV plans to use subcontractors for certain commodities in support of City’s DBE spend goal for FY 2023 through 2025. While we did not exceed the stated goal of 6.45 percent, we conducted a good faith effort in the course of responding to this RFP.

The table below represents the DBE subcontractors MV is planning to use in the new term.

Commodity	Subcontractor	Year 1 DBE credit	Year 1 DBE attainment
Uniforms	JCM & Associates, Inc.	\$1,798	0.07%
Auto Body Repair	A and A Fleet Painting	\$2,395	0.10%
Auto Glass Repair	The Forrest Group	\$6,000	0.24%
Janitorial	Vested Solutions	\$28,080	1.14%
Total			1.56%

**Please note that DBE credit is confidential.*

MV also plans to use the following non-DBE subcontractors for services during the new term:

Service	Subcontractor Name
Landscaping	Pacos Quality Landscape
Vehicle cleaning	Kept Companies

H. Customer Service

Monitoring the Customer Experience

MV will manage outward-facing customer care and service through frequent in-field and inter-community interaction. Our various customer-facing programs include:

- **Customer Service and Passenger Sensitivity Training:** Our team will work closely with passengers, passenger representatives, and advocates to provide hands-on passenger assistance, sensitivity training, and presentations. This training occurs during our initial operator training and ongoing safety meetings.
- **Field Supervision:** MV’s road supervisors will perform random spot checks at significant trip generators, meet with passengers to discuss service quality, and observe passenger loading techniques, customer service, and safe operation. Our supervisory and management team’s visibility will improve customer interaction, support passenger relations, and build confidence in the system.
- **Mandatory Field Service for Managers:** On-site managers will accompany an operator in revenue service for two (2) trips per week at a minimum. The presence of MV’s managers in the field riding the service will build passenger confidence in MV’s commitment to the City’s Paratransit Eligibility, Paratransit Service and Deviated Fixed Route Service.
- **Quarterly Town Hall Meetings:** MV will host town hall meetings with the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service passengers and the Santa Rosa community each quarter. We will use these meetings to answer questions,

discuss issues and current events, respond to complaints, and gauge overall passenger satisfaction. MV's regional vice president, Peter Edwards, and/or general manager, Mohamed Hag Ali, will attend these meetings along with members of MV's management team.

Customer Service Approach

A strong customer service program begins with consistency of service. The company fosters this program with clear and ongoing communication; delivers customer service with professionalism, empathy, and knowledge; and confirms it with careful attention to feedback and frequent quality checks.

The City's User Guide defines its service policies, which form passengers' expectations for the service. Consistency with the City service guidelines is key to meeting passengers' daily expectations. Inconsistent service delivery will adversely influence customer service, whether it falls short of or exceeds service standards.

When changes to service delivery are necessary, transparent and professional communication is critical. By managing passengers' expectations, MV provides quality customer service in response to delays, detours, road calls, or other service disruptions.

To this end, MV's Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service employees receive training in service delivery. Each MV employee will receive training in City policy and procedure and an orientation to the system. We provide dedicated customer service training to all employees to supplement this training.

Finally, quality assurance audits, complaint analyses, and passenger feedback sessions provide opportunities to test MV's processes against the City's standards. These reviews identify where MV's customer service programs are working and where new initiatives are needed. These quality checks ensure that customer service techniques remain fresh and compelling.

The City's low complaint average of 0.58 over the past 3.5 years underscores MV's commitment to customer satisfaction.



TAB 4. STAFFING

Paratransit Eligibility, Paratransit Service and Deviated Fixed Route Service



TAB 4. STAFFING



4. Staffing

Submit the resume of the individual(s) who will be performing services for the City. The Proposer shall include the resumes for the Contract Manager (Primary contact during the RFP process), General Manager (The City's primary contact during the contract), Maintenance Manager, Eligibility Evaluator, Training Manager and any other critical personnel in a leadership role in the operations of the contract. The

Proposers shall format the resumes in the following order:

- Position/title with the Company,
- Length of time with the Company,
- Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein,
 - Educational background,
 - Role in the Project,
- Experience with the minimum requirements stated herein,
- Work history on similar or like projects with the other municipalities.
- Contact information – mailing address, phone, and email.

Key Personnel

Please see MV's key personnel resumes as an attachment following this section.

Mohamed (Mo) Ali, Contract/General Manager



Mo Ali offers over two decades of extensive experience in transportation management, marked by a commitment to operational excellence and safety.

Mo currently serves as the general manager for MV in Santa Rosa. He oversees the daily operations of contracted paratransit and transit services, managing up to 94 vehicles. Mo has been instrumental in ensuring the efficient and reliable delivery of transportation services while maintaining a sharp focus on financial stewardship. His responsibilities include forecasting and preparing monthly proposals for contracted accounts, diligently monitoring financial metrics, and developing action plans to meet operational expectations

From 2005 to 2018, Mo served as the safety and operation manager for MV in Santa Rosa. he demonstrated proficiency in supervising staff, organizing large-scale transportation events, and overseeing various transit operations across both counties. His diverse portfolio includes managing Santa Rosa paratransit operations, Oakmont transit services, Marin Transit operations, and the Patriot Express for the Veterans Department.

Mo's dedication to professional development is evident through his pursuit of continuous learning, highlighted by his completion of the Introduction to Paratransit Management Operations course at the National Transit Institute and earning a Master of Business Administration with an emphasis on IT Management from Western Governors University. Mo also holds a Leadership Certificate from the San Rafael Chamber of Commerce Leadership Institute, further underscoring his commitment to leadership excellence.

Nga Prachittham, Maintenance Manager

Nga Prachittham offers over two decades of hands-on experience in maintenance management and mechanical expertise.

Nga currently serves as the maintenance manager for MV in Santa Rosa. With a tenure at MV spanning over a decade, Nga has demonstrated exceptional proficiency in maintenance and preventive procedure management, asset data analysis, and work order systems, as well as OSHA compliance knowledge. Nga oversees a team of ten employees, service workers, and cleaners. With a demonstrated proficiency in managing a fleet of over 60 buses, he exemplifies expertise in transportation logistics. Nga's adeptness extends to client interfacing, ensuring robust relationships while efficiently tracking and controlling parts inventories, vendors, and suppliers. His commitment to excellence ensures all contractual obligations are met, with a focus on delivering comprehensive report on a daily, weekly, monthly, and annual basis.



From 2006 to 2011, Nga served as a technician and assistant maintenance manager at MV in Santa Rosa. He meticulously maintained records of maintenance services, identified system issues, and managed parts inventory with precision. He meticulously maintained records of maintenance services and programs, demonstrating a keen eye for detail and organization. Nga was entrusted with identifying and solving system issues, contributing significantly to the smooth functioning of operations. Nga's responsibilities extended to managing receipts, conducting audits, and creating comprehensive reports for senior management, showcasing his proficiency in data analysis and reporting.

From 2006 to 2007, Nga served as a technician for the Ryder Truck Leasing Company. He oversaw commercial fleet operations and conducted comprehensive mechanical and electrical repairs. He followed specific procedures with precision, ensuring the efficient resolution of issues and implemented service and routing interval maintenance.

Nga holds ASE and electronic and electrical certificates from the Universal Technical Institute and attended Delta College. He also completed training in intermotive bus electrical, Genfare Odyssey farebox, and Bendix air brakes systems.

Nicole Arends, Safety and Training Manager

Nicole Arends offers five years of experience in safety and training management.



Nicole currently serves as the safety and training manager at MV in Santa Rosa. With a keen focus on fostering a consistent safety culture, Nicole ensures that all operators are up-to-date with their training requirements and analyzes driver performance to uphold operational standards. She works closely with the general manager on division audits and reports, managing all employee injury claims and effectively communicating with vendors. Nicole adeptly addresses safety concerns with drivers, clients, and vendors while resolving any issues promptly and efficiently.

From 2017 to 2020, Nicole served as the lead dispatcher for MV at Santa Rosa. She scheduled client requests, provided excellent customer service, and monitored driver performance. Nicole scheduled client requests for various transportation services, including ADA, NBRC, CAR, and Oakmont. Her excellent communication skills allowed her to effectively convey requests or issues to drivers, clients, maintenance staff, supervisors, and the General Manager. She prepared daily schedules for drivers and ensured the provision of top-notch customer service. She liaised with vendors and addressed safety concerns promptly, exhibiting her commitment to passenger well-being.

Nicole's commitment to professional development is evident through her certifications in Road Supervisor, Safety Leadership, Behavior Based Safety, Leadership Techniques, and Platinum Customer Service, among others. She holds a Medical Assistant Certificate from Empire College and completed her GED at Santa Rosa Junior College.

Valerie Wachtler, Eligibility Evaluator

Valerie Wachtler is our proposed eligibility evaluator for these services. She brings a decade of relevant experience to these services and is well-versed in ADA functional assessments. She has been a paratransit evaluator for C.A.R.E Evaluators, Inc. since 2013.



In her current role, Valerie is tasked with determining the eligibility of applicants for paratransit services through a detailed assessment process that involves reviewing applications, conducting interviews, performing functional assessments, and thoroughly examining supporting documentation.

Additionally, she conducts physical functional assessments using indoor courses or outdoor transit walks, assessing mobility and navigation skills. She carefully observes the client's vision and comprehension levels when interpreting signs, bus schedules, and maps. Her responsibilities include documenting the client's proficiency with assistive devices, such as walking canes, wheelchairs, or mobility scooters.

For these services, Valerie will handle dispatch and scheduler duties, along with conducting eligibility evaluations for Santa Rosa. She will coordinate passenger appointments, ensuring seamless allocation of resources and optimal utilization of time. Valerie's responsibilities will extend to eligibility evaluations, where she will meticulously assess qualification and eligibility criteria with precision and fairness, ensuring equitable access to services.

Before transitioning to the role of paratransit evaluator, Valerie served as an intake service coordinator/transit mobility specialist from 2012 to 2013. During this time, she managed the initial intake process for individuals seeking paratransit services. This involved photographing applicants, entering relevant medical information, and obtaining consent forms. She coordinated transportation schedules with the C.A.R.E. call center and local vehicle operators, ensuring seamless service delivery for company clients.

Outside of her professional commitments, Valerie has also actively contributed to the community by volunteering as a customer service representative at the Windsor Chamber of Commerce Visitors Center.

Valerie has pursued specialized training courses to improve her expertise in the field, including ADA Functional Assessment Training in Burlingame, CA, and ADA TMS Intake Coordinator Training in Phoenix, AZ. She also holds a Bachelor of Science in Communications degree from Florida State University College of Communication, which has provided her with a strong foundation in effective communication and interpersonal skills.

Lan Luong, Accounting Manager



Lan Luong is MV's choice as the account manager for these services. In her current role as accounting and payroll specialist at MV, Lan is known for her keen attention to detail which helps the company evaluate information and record transactions and discrepancies.

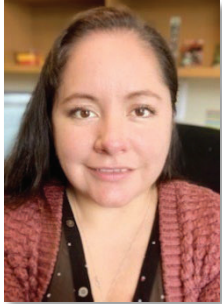
Lan is also responsible for assigning purchase numbers and processes purchase of supplies daily for the division. She is well-versed with employee payroll and benefits programs and ensures funds are budgeted and available. Lan will work with Mohamed to ensure expenses are within budget, and all transactions are processed accurately and timely.

She has experience in financial planning, processing payroll, reviewing invoices, and problem-solving between vendors and clients. Her solid communication skills help her convey precise information to the staff and vehicle operators across divisions. Before joining MV, Lan volunteered as a tax counselor at AARP Tax Aid and as a tutor and library volunteer at the Hidden Valley Elementary School in Santa Rosa.

Lan holds a degree in accounting from Seneca College (Toronto, Canada) and has completed the AARP Tax Audit Certification in 2015.

Yesenia Mora, Lead Dispatcher

MV is pleased to propose Yesenia Mora as the lead dispatcher for these services. Yesenia has been at the forefront of MV's daily operations at Santa Rosa since 2014. Yesenia has demonstrated a commitment to excellence, reliability, and customer satisfaction throughout her career.



As a lead dispatcher and call center representative, Yesenia holds a multifaceted approach to customer service as part of her key responsibilities. She is responsible for managing the logistics of daily operations, including scheduling and reserving rides, coordinating daily schedules, and supervising vehicle operators.

Prior to her tenure at MV, Yesenia honed her leadership skills as a shift manager at Taco Bell - a position she held from 2006 to 2014. Yesenia will continue to be a valuable asset to MV's team for Santa Rose operations with her proven track record of effective communication and managing complex operations effortlessly.

Corporate and Regional Support

Peter Edwards, Regional Vice President



Peter Edwards is MV's regional vice president for Northern California. Peter brings 20 years of management experience and more than a decade of transportation experience to this opportunity. Peter supports MV's operating locations in Northern California and the Mid-Pacific region. He is a leader, a problem-solver, and an innovator.

Peter maintains superior employee relations and, by example, leads with both knowledge and insightfulness. His firm but fair management approach has resulted in excellent employee morale overall in Northern California MV locations.

I treat every client as if they are my only client. - Peter Edwards

Peter will work with the local team, City staff, and MV's regional support team to ensure service excellence.

Prior to his current role, Peter managed MV's Western Contra Costa Transit Authority operation in Pinole and served as its general manager in Santa Rosa for 17 years. He was responsible for daily service delivery for all contracts operating out of the location.

Based on his superior performance, Peter has grown his operations - offering cost-effective transportation solutions for various customers through a shared resource model. His dynamic business approach to transit management has afforded MV's North Bay customers access to affordable and responsive transit.

Peter has a Bachelor of Arts in Business Administration from the University of West Indies.

Jorge Gonzalez, Director of Safety

With over a decade of experience in transit planning and safety management, Jorge Gonzales is a seasoned professional known for his significant accomplishments in the transportation sector. Jorge's notable achievements include spearheading the implementation of various transit programs such as the 5310/5311 Rural Transit System, JARC grant services (Evening Services), and ADA paratransit eligibility certification program.

His role in designing and executing a comprehensive ADA Paratransit Certification program showcased his commitment to ensuring inclusive and accessible transportation services.

As the director of safety, Jorge will work with the City and MV's operations and maintenance support to ensure the team complies with all regulatory requirements relating to health, safety, and security. He will also schedule and conduct safety audits and inspections and provide safety-related support to the local team.

Jorge joined MV in 2021 as the safety and training manager in Houston, Texas, where he led a group of safety supervisors and managers. Jorge was promoted to director of safety in 2023, overseeing the region's safety performance and individually working with divisions to solve challenges.



Kenneth (Kenny) Pouncey, Senior Director of Maintenance



Kenny Pouncey offers 30 years of maintenance expertise. He has extensive experience with private and public organizations, where he has managed the maintenance of hundreds of vehicles, including alternative fuel-powered vehicles. Kenny's extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

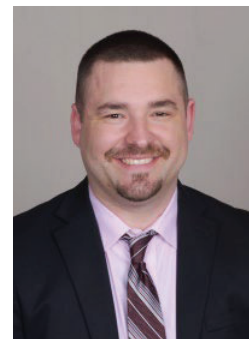
Kenny will frequently visit the Santa Rosa maintenance shop to perform audits, conduct training, meet with Mohamed Ali, and confirm that all fleet equipment assets are maintained. He will work with MV's Chief Maintenance Officer, Jim Schultzman to provide additional support to the City's services as needed. Kenny's interactive approach to working with MV's local maintenance manager and team ensures each vehicle is in superior condition and meets all standards.

Kenny began his career at Long Beach Transit, where he progressed from a C-level mechanic to a maintenance supervisor. Before Kenny's time with MV, he served as a transit consultant for Parsons Brinckerhoff, where he performed reviews and made recommendations to municipal agencies regarding their transit fleet.

Tommy Bossaller, Director of Labor Relations

Director of Labor Relations Tommy Bossaller is an accomplished labor relations professional, contributing over 10 years of professional experience to these services. He MV's resident expert and consultant regarding the administration and application of all collective agreements and has extensive experience in negotiating collective bargaining agreements and resolving disputes.

In this current role since 2022, Tommy is responsible for overseeing all aspects of labor relations within MV. For the City's services, Tommy will

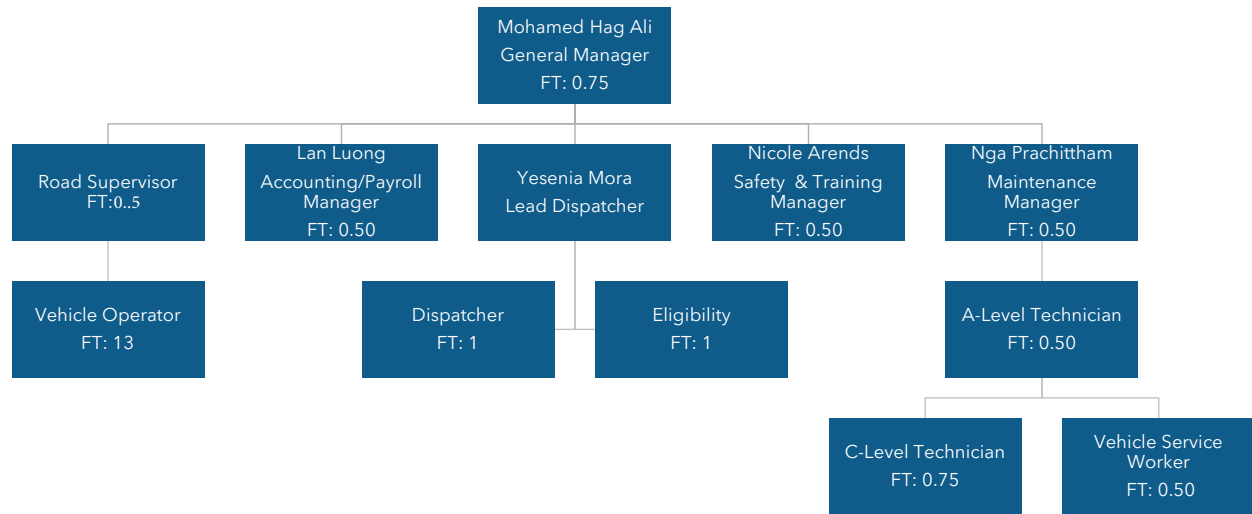


lead the negotiations for new collective bargaining agreements and provide guidance on their administration and application.

Prior to MV, from 2015 to 2022, Tommy was the Labor Relations Manager at BNSF Railway. Tommy earned his bachelor's degree in business administration from Texas Tech University and his MBA from Florida International University, Chapman Graduate School of Business.

A. Staffing Plan

Project Organization



Recruitment

In 2021, MV faced the national challenge of employee turnover in a tight labor market. In response, we pivoted away from our traditional recruiting methods to garner an improved pipeline of candidates.






To support our regional recruiters and on-site operations, MV hired a team of community recruiters. These talented recruiters immerse themselves in the communities we serve to identify mutually beneficial partnerships with government job resources, rehabilitation-to-work programs, skills development programs, low-income job support programs, and other non-profits. Our efforts in recruiting and hiring will be extensive and ongoing.

As our community recruiter works with these local organizations to inform, educate, and empower clients to consider applying for a job at MV, they form strong relationships with local non-profits beyond recruiting. Opportunities for volunteer service are shared at our locations, and our teams participate in volunteer events each year.

Enabled by Technology

Digital engagement is an important part of any recruiting plan. While our operations have leveraged social media systems like Facebook and LinkedIn for many years, we knew we had to expand our technology suite to enhance our reach to candidates.

We assembled a core group of technology platforms that we use to promote and recruit for jobs, including:

 (Find a Trucker Job)	FATj is a recruiting platform dedicated to people who drive for a living, with targeted marketing based on the user profile.
	Ad sponsorship using Indeed to stay at the top (or near the top) of the search results page daily.
	MV advertises on location-specific Craigslist boards to promote job opportunities within the local area
	MV has a strategic partnership with CareerBuilder, which powers our careers website and links to over 50 diversity postings.
	AppCAST is a programmatic recruiting platform that uses AI to target job advertisements. It consumes data from our Talent Management System ICIMS and makes intelligent choices about where digitally recruit.

Fueled by Engagement

Our mission is to make our application process representative of the employment process, and it is marked by communication, engagement, and support. We want every applicant excited for the opportunity to work for MV and make the process as easy as possible for interested candidates.

Recruiting continually communicates with candidates by phone, email, and often text or instant messaging apps. Always nurturing a positive relationship with our candidate pool is important because this is our future employees' first experience with MV's culture.

Application, Qualifications, and Hiring Process

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin, or any other characteristic protected by the law.

MV posts all career opportunities - from vehicle operators to management staff - on our website (careers.mvtransit.com); CareerBuilder, LLC. powers this site.

An applicant begins the employment process by completing an online application. Our team reviews the application to determine if the applicant meets the qualifications. Applicants meeting the minimum requirements attend an interview with the hiring lead, who assesses

their customer service skills and fit for the job. Upon successful completion of their interview, the applicant's qualifications process begins.

The hiring lead will contact the applicant and request that they review and sign the required release documents, including an application for employment, background check disclosure and authorization release, FTA or FMCSA DOT disclosure and authorization, and an I-9 Express Online I-9 verification.

The hiring process at MV will be significantly improved through the implementation of competitive wages. Please see section I. for more information on employee compensation.

MVR and Background Check Review

Once the applicant completes the necessary disclosures, our corporate qualifications department assesses the applicant. This team orders all motor vehicle records (MVRs) and background checks to determine if any of the following items are present:

Criminal Convictions

History of a misdemeanor(s) or Felony(ies)

Traffic Offenses

Serious traffic offenses in the last three (3) years

Moving Violations

More than three (3) moving violations in the last three (3) years

MVR Pattern

Pattern on the motor vehicle report (MVR)

Our team reviews criminal convictions and motor vehicle reports and assesses based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

The frequency, severity, and nature of the conviction

The age of the applicant at the time of the conviction

The elapsed time from the date of the conviction to the present

The relationship between the nature of the offense and the type of employment

Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

If these reports reveal adverse information, our qualifications team initiates an individual assessment. The applicant receives a pre-adverse letter and a copy of their background reports; the applicant has the opportunity to contest the report within seven business days.

If the applicant provides appropriate documentation clearing the issues cited, our qualifications team notifies the local hiring lead that the applicant is qualified. Otherwise, the qualifications department issues a disqualified notification to the hiring leader, who will, in turn, notify the applicant.

Pre-employment Testing

MV requires every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations. Part 382 to submit to a pre-employment drug and alcohol test. Additionally, applicants may be required to pass either a DOT or Non-DOT physical examination (depending on the position). Refusal to submit to these requirements serves as an automatic disqualification from employment.

We manage all testing and physical appointments through eScreen, Inc. A medical review officer (MRO) reviews exams and test results to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CFR 391.41) and medical guidelines.

Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of its Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service location for not less than 90 days. As the current operator of these services, MV will retain those employed under this contract, except for reasonable and substantiated cause. That cause is limited to the particular employee’s performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

Drug and Alcohol Testing Program

MV has a Zero Tolerance Drug and Alcohol Policy and Substance Abuse Program complying with FTA and DOT compliance standards. This program integrates three critical components in the implementation of this program:



The Policy

MV’s Drug and Alcohol Policy comprises the following four activities:

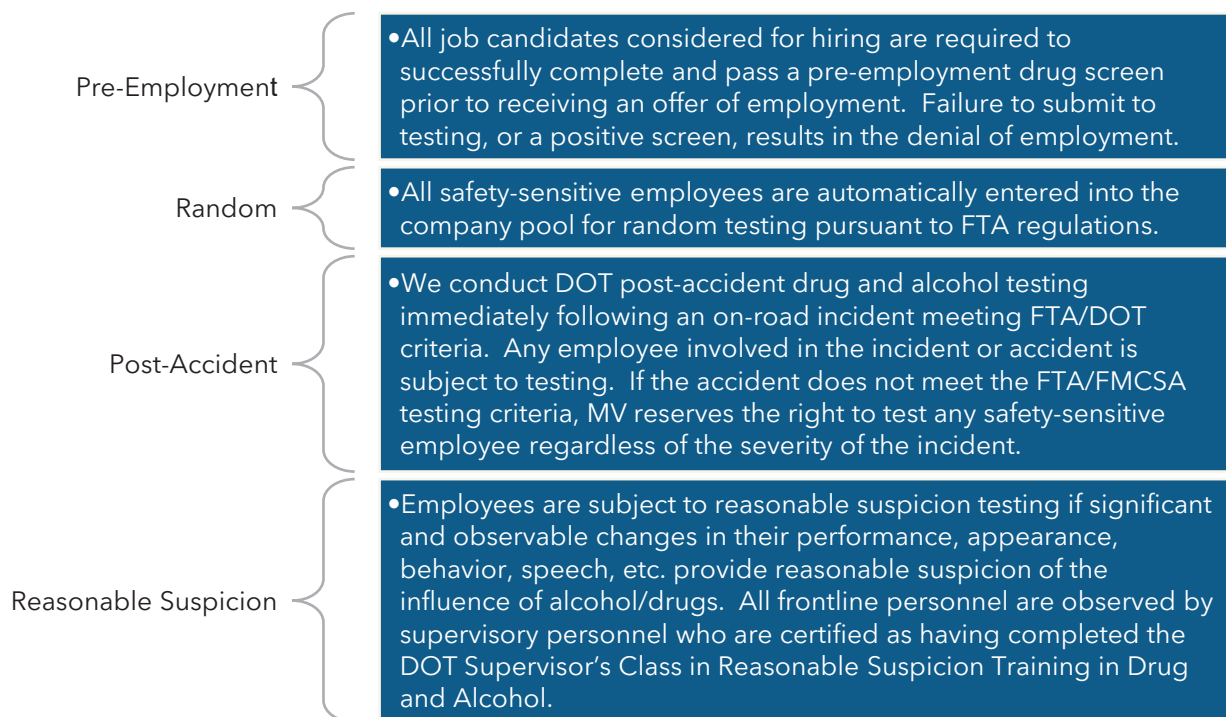
- Take appropriate action to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Foster and maintain a drug and alcohol-free environment for all employees and patrons;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;

- Encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

The Program

Every MV employee is subject to four drug and alcohol screening types according to their employment category (safety-sensitive versus not safety-sensitive). Please note that under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Testing Types



Leadership

Senior Director of Human Resources Cristina Pereira manages MV's Zero Tolerance Drug and Alcohol Testing Program. She works closely with MV's local operations and representatives of the FTA and DOT to confirm MV's policies and programs are current and compliant with all regulatory requirements. Cristina and her team process all test results and communicate the outcomes to our local management team.

Partnerships

We work with Alere™ Toxicology for all laboratory services and Dr. Brian N. Heinem, M.D., D.O., who serves as the Medical Review Officer conducting MRO services for our company.

MV manages all random screens using the MYeScreen technology, which provides a computer-generated selection process program that randomly selects employees for testing without bias or discrimination. Assignments are available on the first of each month to begin performing testing immediately.

Locally, we use local occupational health clinics to perform the urine and breath alcohol collections for testing. For substance abuse professional services, we partner with American Substance Abuse Professionals (ASAP) for referrals.

Training

Once hired, all MV employees receive FTA-compliant training that outlines MV's Zero Tolerance Program. We address all drug and alcohol testing procedures as part of the initial employee training and annual refresher training. As required by the FTA, initial training includes a minimum of 60 minutes on the effects and consequences of prohibited drug use on personal health, safety, the work environment, and the signs and symptoms that may indicate prohibited drug use.

All supervisors and personnel authorized to make reasonable suspicion determinations receive additional training on drug and alcohol use indicators. Training includes the following areas:

- REACT Reasonable Suspicion Decision Training Manual
- MV's 10 Steps to Successful Reasonable Suspicion Testing Checklist
- MV's Reasonable Suspicion Determination Form
- MV's Reasonable Suspicion Testing Interview Procedures Quick Tutorial

Program Updates

We recognize the importance of remaining compliant and up-to-date with all regulatory program changes. MV's Drug and Alcohol Program aligns with the US DOT revisions to 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing, to reflect the following changes:

- Opiates are reclassified as opioids and now include hydrocodone, hydromorphone, oxycodone, and oxymorphone, in addition to codeine, morphine, and 6-acetylmorphine (heroin) and their brand names.
- Testing analytes have been revised.
- A positive screen for amphetamines/methamphetamines or THC (marijuana metabolite); the MRO will have the authority to conduct further testing.
- The MRO must now provide employees with up to five days after reporting the verified negative result to have the prescribing physician contact the MRO to determine if the medication can be changed to one that does not make the employee medically unqualified or that does not pose a significant safety risk before reporting the "safety concern" to MV.

Audits

MV has successfully completed each FTA audit of our program and operations.

Compensation

MV will immediately recognize Teamsters Local 665 as the bargaining unit representing the Paratransit Eligibility, Paratransit Service, and Deviated Fixed Route Service mechanics, dispatch, reservations, and operators. The company works with the union to negotiate the existing labor agreement, which was extended and amended through 2029. MV has an excellent relationship with Teamsters Local 665 and is proud to increase wages to market rates in the new term.

MV is pleased to offer the following compensation package to its team.

Operator Wage Scale

	Year 1	Year 2	Year 3	Year 4	Year 5
Starting	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26
1 year	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53
2 years	\$26.57	\$27.37	\$28.19	\$29.03	\$29.90
3 years	\$26.94	\$27.75	\$28.58	\$29.44	\$30.32
4 years	\$27.92	\$28.76	\$29.62	\$30.51	\$31.42
5+ years	\$32.56	\$33.86	\$35.22	\$36.98	\$38.83

A-Level Mechanic

	Year 1	Year 2	Year 3	Year 4	Year 5
Starting	\$41.47	\$42.71	\$43.99	\$45.31	\$46.67
5 years	\$47.25	\$48.66	\$50.12	\$51.63	\$53.18
7+ years	\$56.91	\$58.61	\$60.37	\$62.18	\$64.05

C-Level Mechanic

	Year 1	Year 2	Year 3	Year 4	Year 5
Starting	\$35.71	\$36.78	\$37.88	\$39.02	\$40.19
5 year	\$40.58	\$41.80	\$43.05	\$44.35	\$45.68
7+ years	\$48.74	\$50.20	\$51.71	\$53.26	\$54.86

Utility Service Worker

	Year 1	Year 2	Year 3	Year 4	Year 5
Starting	\$22.97	\$23.66	\$24.37	\$25.10	\$25.85

Non-Operator Wage Scale

Job Title	Hourly Wage	Job Title	Hourly Wage
General Manager	<i>confidential</i>	Lead Dispatcher	\$33.56
Safety and Training Manager	<i>confidential</i>	Dispatcher	\$27.00
Maintenance Manager	<i>confidential</i>	Eligibility Evaluator	\$27.00
Accounting and Payroll Manager	<i>confidential</i>	Road Supervisor	\$30.08

**Please note that management personnel wages are considered confidential.*

Benefits Package

Bargained Employees

All full-time employees (35+ scheduled hours per week) can participate in the following benefits programs.

- **Safety Bonus:** \$400 per year for safely performing their duties and maintaining a good attendance record.
- **Vacation Pay:** MV will honor all existing drivers' levels of vacation. Employees new to the system will accrue vacation 0.77 hours per pay period for the first six months, after one year of service vacation will accrue at 3.06 hours per pay period, after 10 years of service vacation will accrue at 4.62 hours per pay period and after 20 years of service vacation will accrue at 6.67 hours per pay period. No vacation can be used until the completion of the first six months of service.
- **Boot Reimbursement:** Mechanics will be eligible for a maximum boot reimbursement of \$150 per year with receipt provided to local management.
- **Medical and Dental Insurance:** MV will offer medical and dental insurance to qualified employees per the PPACA, after 30 days of employment. Each plan has dependent coverage available.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses. In contrast, employees work and pay for qualifying out-of-pocket medical expenses (copays and other covered items). Employees can participate in both plans on their normal benefits eligibility date.
- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (three in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.
- **Life and AD and D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death and

Dismemberment (AD and D) insurance plans through Securian Life Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD and D insurance plan is available to employees.

- **Holiday Pay:** Eleven paid holidays will be offered for full-time employees with six months of continuous service.
- **401 (k):** Employer Contribution of \$0.45 per hour.

Incentives

All net incentive funds will be consolidated and allocated towards enhancing employee recognition through a variety of employee appreciation events and prizes.

Please refer to section E. for a list of MV's incentives to help retain employees.

Encouraging Retention

MV employs several strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** MV determines competitive wage scales by researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers several ongoing training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunities as much as possible.
- **Employee recognition programs:** Employees who demonstrate proficiency in their jobs and set the standard for exemplary performance are rewarded in employee recognition programs.

ATTACHMENT E: PROPOSERS DESIGNATED CONTACTS LIST

Proposers are required to indicate in the space provided below, the designated contact individual's name:

CITY OF SANTA ROSA
Proposal Process/Scope of Work

CONTRACTOR
MV Transportation, Inc.

CITY OF SANTA ROSA <u>Proposal Process/Scope of Work</u>	CONTRACTOR MV Transportation, Inc.
<p data-bbox="467 667 667 730">Yuri Koslen Project Manager</p> <p data-bbox="256 793 813 947">Department of Transportation and Public Works 45 Stony Point Rd. Santa Rosa, CA 95404 (707)543-3335 Voice ykoslen@sricity.org</p>	<p data-bbox="1013 667 1414 758">Dennis Shipman Senior Vice President of Business Development</p> <p data-bbox="984 810 1442 963">MV Transportation, Inc. 2711 N. Haskell Ave., Ste. 1500, LB-2, Dallas, TX 75204 (303) 956-4413 dennis.shipman@mvtransit.com</p>

ATTACHMENT F: DISCLOSURE FORM

DISCLOSURE OF GOVERNMENTAL POSITIONS

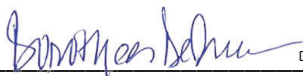
The Prospective CONTRACTOR hereby discloses that the following officers and employees of the CONTRACTOR currently hold the following positions with the identified governmental agency or held such position in the past 12 months.

Name of Owner/Employee MV Transportation, Inc.

Name of the Governmental Agency City of Santa Rosa Transit Department

Complete Address of Government Agency 45 Stony Point Rd., Santa Rosa, CA 95401

Governmental Position, (e.g. Director, officer and employee) Please see attached.

Signature:  Dorothea DePrisco

Title: Assistant Corporate Secretary

Firm: MV Transportation, Inc.

Date: 3/6/2024

DISQUALIFICATION QUESTIONNAIRE

The CONTRACTOR shall complete, under penalty of perjury, the following questionnaire: Has the CONTRACTOR, any officer of the CONTRACTOR, or any employee of the CONTRACTOR who has proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____
No X

If the answer is yes, explain the circumstances in the following space.

Attachment to Disclosure of Governmental Positions

The following employee of MV currently holds the following position with the City of Santa Rosa or has held such positions in the past 12 months.

While no current MV employee also holds a position with the City of Santa Rosa, MV currently employs one operator, Byron Mullins, who retired from City Transit.

ATTACHMENT K - CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Dorothea DePrisco, Assistant Corporate Secretary hereby certify
(Name and title of official)

On behalf of MV Transportation, Inc. that:
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name: MV Transportation, Inc.

Type or print name: Dorothea DePrisco, Assistant Corporate Secretary

Signature of authorized representative:  Date 3 / 6 / 2024

**ATTACHMENT L - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- 1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- 2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or,
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d) It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e) If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,,
 - (2) Is for audit services, or,
 - (3) Requires the consent of a Federal official, and
 - g) It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in its federally funded Project,
 - (b) Suspended from participation in its federally funded Project,
 - (c) Proposed for debarment from participation in its federally funded Project,
 - (d) Declared ineligible to participate in its federally funded Project,
 - (e) Voluntarily excluded from participation in its federally funded Project, or
 - (f) Disqualified from participation in its federally funded Project, and
- 3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: MV Transportation, Inc.

Signature of Authorized Official:  Date 3 / 6 / 2024

Name and Title of Contractor's Authorized Official: Dorothea DePrisco, Assistant Corporate Secretary

Exhibit B

SANTA ROSA PARATRANSIT

ATTACHMENT D

YEAR ONE

a1. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

\$ 77,133.23	per month	x	12	months	\$	925,598.74
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a2. STARTUP (FIXED COSTS)

\$ -	paid at startup	x	1		\$	-
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b. VARIABLE COSTS* OPERATIONS

\$ 69.69	per hour	x	16,500	hours	\$	1,149,950.81
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SUBTOTAL FOR YEAR ONE

\$ 2,075,549.55

YEAR TWO

a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

\$ 93,754.64	per month	x	12	months	\$	1,125,055.82
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b. VARIABLE COSTS* OPERATIONS

\$ 73.30	per hour	x	16,500	hours	\$	1,209,373.70
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SUBTOTAL FOR YEAR TWO

\$ 2,334,429.32

YEAR THREE

a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

\$ 93,609.89	per month	x	12	months	\$	1,123,318.68
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b. VARIABLE COSTS* OPERATIONS

\$ 76.40	per hour	x	16,500	hours	\$	1,260,664.26
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SUBTOTAL FOR YEAR THREE

\$ 2,383,982.95

YEAR FOUR

a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

\$ 93,004.58	per month	x	12	months	\$	1,116,054.96
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b. VARIABLE COSTS* OPERATIONS

\$ 79.78	per hour	x	16,500	hours	\$	1,316,378.41
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SUBTOTAL FOR YEAR FOUR

\$ 2,432,431.36

YEAR FIVE

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 96,206.06 per month x 12 months \$ 1,154,472.78

b. **VARIABLE COSTS*** OPERATIONS

\$ 83.25 per hour x 16,500 hours \$ 1,373,656.71

SUBTOTAL FOR YEAR FIVE \$ 2,528,129.49

YEAR SIX

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 99,389.77 per month x 12 months \$ 1,192,677.19

b. **VARIABLE COSTS*** OPERATIONS

\$ 86.84 per hour x 16,500 hours \$ 1,432,793.69

SUBTOTAL FOR YEAR SIX \$ 2,625,470.88

YEAR SEVEN

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 103,026.53 per month x 12 months \$ 1,236,318.40

b. **VARIABLE COSTS*** OPERATIONS

\$ 90.49 per hour x 16,500 hours \$ 1,493,003.41

SUBTOTAL FOR YEAR SEVEN \$ 2,729,321.81

The cost proposal must include all costs incurred by the Contractor in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature Dorothea DePrisco
Title Asst. Corporate Secretary
Date 05/29/24
Phone Number (707) 305-8335
E-mail dorothea.deprisco@mvtransit.com
Fax Number (707) 446-4177

YEAR ONE

a1. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 6,634.98	per month	x	12	months	\$	79,619.77
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a2. **STARTUP (FIXED COSTS)**

\$ -	paid at startup	x	1		\$	-
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b. **VARIABLE COSTS*** OPERATIONS

\$ 56.22	per hour	x	1,900	hours	\$	106,826.03
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SUBTOTAL FOR YEAR ONE **\$ 186,445.80**

YEAR TWO

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,164.58	per month	x	12	months	\$	97,974.96
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b. **VARIABLE COSTS*** OPERATIONS

\$ 59.13	per hour	x	1,900	hours	\$	112,340.19
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SUBTOTAL FOR YEAR TWO **\$ 210,321.16**

YEAR THREE

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,135.99	per month	x	12	months	\$	97,631.94
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b. **VARIABLE COSTS*** OPERATIONS

\$ 61.64	per hour	x	1,900	hours	\$	117,110.89
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SUBTOTAL FOR YEAR THREE **\$ 214,742.82**

YEAR FOUR

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,064.17	per month	x	12	months	\$	96,769.99
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b. **VARIABLE COSTS*** OPERATIONS

\$ 64.36	per hour	x	1,900	hours	\$	122,286.33
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SUBTOTAL FOR YEAR FOUR **\$ 219,056.33**

YEAR FIVE

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,345.49 per month x 12 months \$ 100,146.91

b. **VARIABLE COSTS* OPERATIONS**

\$ 67.16 per hour x 1,900 hours \$ 127,607.45

SUBTOTAL FOR YEAR FIVE \$ 227,753.36

YEAR SIX

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,624.67 per month x 12 months \$ 103,496.00

b. **VARIABLE COSTS* OPERATIONS**

\$ 70.05 per hour x 1,900 hours \$ 133,101.06

SUBTOTAL FOR YEAR SIX \$ 236,597.05

YEAR SEVEN

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 8,945.41 per month x 12 months \$ 107,344.91

b. **VARIABLE COSTS* OPERATIONS**

\$ 73.00 per hour x 1,900 hours \$ 138,694.31

SUBTOTAL FOR YEAR SEVEN \$ 246,039.22

The cost proposal must include all costs incurred by the Contractor in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature Dorothea DePrisco

Title Asst. Corporate Secretary

Date 05/29/24

Phone Number (707) 305-8335

E-mail dorothea.deprisco@mvtransit.com

Fax Number (707) 446-4177

COST PROPOSAL DETAIL - ADA Paratransit

ESTIMATED ANNUAL SERVICE HOURS at 16,500

	Year One	Year Two	Year Three	Extended Year Four	Extended Year Five	Extended Year Six	Extended Year Seven
Fixed Costs							
Management Wages	\$ 126,950.94	\$ 130,124.72	\$ 133,377.83	\$ 136,712.28	\$ 140,130.09	\$ 143,633.34	\$ 147,224.17
Management Benefits	\$ 16,097.49	\$ 16,578.32	\$ 17,144.19	\$ 17,734.80	\$ 18,351.65	\$ 18,996.23	\$ 19,670.02
Dispatcher/Scheduler/Clerical Wages	\$ 147,114.47	\$ 152,559.83	\$ 157,905.67	\$ 164,191.07	\$ 170,758.09	\$ 177,616.94	\$ 184,666.26
Dispatcher/Scheduler/Clerical Benefits	\$ 29,885.16	\$ 31,142.37	\$ 32,515.23	\$ 34,019.41	\$ 35,603.50	\$ 37,272.11	\$ 39,020.62
Evaluator Wages	\$ 56,160.00	\$ 57,564.00	\$ 59,003.10	\$ 60,478.18	\$ 61,990.13	\$ 63,539.89	\$ 65,128.39
Evaluator Benefits	\$ 12,355.30	\$ 12,819.94	\$ 13,336.50	\$ 13,876.26	\$ 14,441.42	\$ 15,033.32	\$ 15,653.62
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 8,088.84	\$ 9,531.12	\$ 9,726.12	\$ 9,925.22	\$ 10,130.13	\$ 10,341.27	\$ 10,558.65
Materials and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (list)							
Trapeze ASP Server Lic.	\$ 44,670.60	\$ 48,955.63	\$ 50,007.25	\$ 48,374.40	\$ 50,125.43	\$ 51,016.83	\$ 52,877.73
Telephone System	\$ 3,199.61	\$ 5,847.94	\$ 5,933.24	\$ 6,230.53	\$ 6,542.41	\$ 6,870.06	\$ 7,213.96
Shop Tools	\$ 13,740.76	\$ 13,905.46	\$ 14,075.10	\$ 14,249.83	\$ 12,809.11	\$ 10,599.56	\$ 10,790.49
Office Equipment	\$ 22,342.74	\$ 22,848.55	\$ 23,371.56	\$ 21,369.25	\$ 21,923.06	\$ 22,493.47	\$ 23,091.00
Facility Costs	\$ 174,301.08	\$ 196,727.66	\$ 206,700.77	\$ 217,079.92	\$ 228,047.64	\$ 239,418.53	\$ 251,397.15
Telephone/Radio Expenses	\$ 37,982.34	\$ 51,117.99	\$ 51,742.21	\$ 52,367.62	\$ 53,010.22	\$ 53,672.85	\$ 54,354.45
Interest	\$ 23,088.43	\$ 20,531.91	\$ 18,116.10	\$ 18,234.50	\$ 17,407.59	\$ 16,596.92	\$ 16,046.91
Insurance	\$ 90,212.75	\$ 103,820.42	\$ 107,631.56	\$ 111,829.53	\$ 116,236.14	\$ 120,863.64	\$ 125,721.79
One-time Start-up Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee and Profit	\$ 119,406.24	\$ 251,961.66	\$ 222,732.28	\$ 189,382.10	\$ 196,996.17	\$ 204,712.21	\$ 212,912.61
Subtotal (Fixed Costs)	\$ 925,598.74	\$ 1,125,055.62	\$ 1,123,318.68	\$ 1,116,054.95	\$ 1,154,472.76	\$ 1,192,677.19	\$ 1,236,318.40
Variable Costs							
Paratransit Operator Wages	\$ 561,218.72	\$ 611,704.50	\$ 637,033.44	\$ 664,642.31	\$ 692,376.50	\$ 721,418.36	\$ 749,460.59
Paratransit Operator Benefits	\$ 242,055.26	\$ 257,391.75	\$ 271,620.55	\$ 287,567.50	\$ 304,456.78	\$ 322,223.74	\$ 341,511.01
Vehicle Maintenance Costs	\$ 52,229.94	\$ 55,097.01	\$ 57,264.77	\$ 59,434.06	\$ 61,091.22	\$ 64,034.28	\$ 66,478.01
Vehicle Equipment and Parts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Fuel and Lubricants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruitment and Training Costs	\$ 11,663.60	\$ 14,012.87	\$ 14,281.70	\$ 14,555.67	\$ 14,837.61	\$ 15,128.12	\$ 15,427.20
Physicals	\$ 2,567.69	\$ 2,844.66	\$ 2,914.84	\$ 2,986.64	\$ 3,060.97	\$ 3,137.34	\$ 3,215.99
Uniforms	\$ 5,776.27	\$ 6,349.43	\$ 6,509.50	\$ 6,673.99	\$ 6,843.27	\$ 7,017.64	\$ 7,197.22
Other Materials and Supplies (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Variable Expenses (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Wages	\$ 205,379.50	\$ 211,246.37	\$ 217,299.27	\$ 223,514.75	\$ 229,918.06	\$ 235,666.01	\$ 241,557.66
Maintenance Benefits	\$ 49,059.82	\$ 50,727.11	\$ 53,740.10	\$ 56,981.26	\$ 60,472.31	\$ 64,168.20	\$ 68,155.74
Subtotal (Variable Expenses)	\$ 1,149,950.81	\$ 1,209,373.70	\$ 1,260,664.26	\$ 1,316,376.41	\$ 1,373,656.71	\$ 1,432,793.69	\$ 1,493,003.41
Total Costs (Fixed + Variable Costs)	\$ 2,075,549.55	\$ 2,334,429.32	\$ 2,383,982.95	\$ 2,432,431.36	\$ 2,528,129.49	\$ 2,625,470.88	\$ 2,729,321.81

Costs detailed in the line items for Wages and benefits shall be entirely used for wages and benefits for employees and maybe subject to an audit by the City of Santa Rosa.

COST PROPOSAL DETAIL - Deviated Fixed Route Service

ESTIMATED ANNUAL SERVICE HOURS at 1900 hours for the Oakmont Service

	Year One	Year Two	Year Three	Extended Year Four	Extended Year Five	Extended Year Six	Extended Year Seven
Fixed Costs							
Management Wages	\$ 11,793.26	\$ 12,088.09	\$ 12,380.29	\$ 12,700.05	\$ 13,017.55	\$ 13,342.99	\$ 13,676.56
Management Benefits	\$ 1,495.39	\$ 1,539.88	\$ 1,592.63	\$ 1,647.50	\$ 1,704.80	\$ 1,764.68	\$ 1,827.33
Dispatcher/Scheduler/Clerical Wages	\$ 13,666.37	\$ 14,172.22	\$ 14,668.83	\$ 15,252.72	\$ 15,862.77	\$ 16,499.93	\$ 17,154.79
Dispatcher/Scheduler/Clerical Benefits	\$ 2,776.22	\$ 2,893.01	\$ 3,020.54	\$ 3,160.27	\$ 3,307.43	\$ 3,462.44	\$ 3,624.87
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 751.42	\$ 865.40	\$ 903.52	\$ 922.02	\$ 941.05	\$ 960.88	\$ 980.88
Materials and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (list)							
Trapeze ASP Server Lic.	\$ 4,149.73	\$ 4,492.05	\$ 4,645.48	\$ 4,493.80	\$ 4,656.48	\$ 4,739.27	\$ 4,912.14
Telephone System	\$ 297.23	\$ 524.59	\$ 551.18	\$ 578.79	\$ 607.76	\$ 636.20	\$ 670.15
Shop Tools	\$ 1,276.46	\$ 1,291.76	\$ 1,307.52	\$ 1,323.75	\$ 1,189.92	\$ 984.66	\$ 1,002.40
Office Equipment	\$ 2,075.55	\$ 2,122.64	\$ 2,171.13	\$ 1,965.12	\$ 2,036.57	\$ 2,089.56	\$ 2,144.14
Facility Costs	\$ 16,191.90	\$ 18,275.25	\$ 19,201.71	\$ 20,165.89	\$ 21,194.75	\$ 22,241.07	\$ 23,353.83
Telephone/Radio Expenses	\$ 3,528.41	\$ 4,748.67	\$ 4,806.65	\$ 4,864.75	\$ 4,824.45	\$ 4,986.00	\$ 5,049.32
Interest	\$ 2,144.83	\$ 1,907.34	\$ 1,682.92	\$ 1,693.92	\$ 1,617.10	\$ 1,541.79	\$ 1,490.70
Insurance	\$ 8,380.42	\$ 9,625.94	\$ 9,998.56	\$ 10,388.54	\$ 10,797.89	\$ 11,227.77	\$ 11,670.07
One-time Start-up Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee and Profit	\$ 11,092.57	\$ 23,408.13	\$ 20,650.97	\$ 17,592.87	\$ 18,297.40	\$ 19,016.98	\$ 19,778.77
Subtotal (Fixed Costs)	\$ 79,619.77	\$ 97,974.96	\$ 97,631.94	\$ 96,769.99	\$ 100,145.91	\$ 103,498.00	\$ 107,344.91
Variable Costs							
Paratransit Operator Wages	\$ 53,993.00	\$ 56,825.01	\$ 59,177.97	\$ 61,742.73	\$ 64,319.13	\$ 67,017.01	\$ 69,622.02
Paratransit Operator Benefits	\$ 22,486.01	\$ 23,910.71	\$ 25,232.51	\$ 26,715.78	\$ 28,282.87	\$ 29,833.35	\$ 31,725.07
Vehicle Maintenance Costs	\$ 4,851.96	\$ 5,118.30	\$ 5,319.69	\$ 5,521.20	\$ 5,730.88	\$ 5,948.54	\$ 6,175.55
Vehicle Equipment and Parts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Fuel and Lubricants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruitment and Training Costs	\$ 1,083.50	\$ 1,301.74	\$ 1,326.72	\$ 1,352.17	\$ 1,378.36	\$ 1,405.34	\$ 1,433.13
Physicals	\$ 238.53	\$ 264.26	\$ 270.78	\$ 277.47	\$ 284.35	\$ 291.45	\$ 290.75
Uniforms	\$ 536.50	\$ 580.84	\$ 604.72	\$ 619.09	\$ 635.71	\$ 651.91	\$ 668.59
Other Materials and Supplies (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Variable Expenses (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Wages	\$ 19,078.97	\$ 19,623.98	\$ 20,186.27	\$ 20,763.67	\$ 21,358.51	\$ 21,892.47	\$ 22,439.78
Maintenance Benefits	\$ 4,557.47	\$ 4,712.35	\$ 4,992.25	\$ 5,263.34	\$ 5,617.65	\$ 5,960.98	\$ 6,331.41
Subtotal (Variable Expenses)	\$ 106,826.03	\$ 112,346.19	\$ 117,110.89	\$ 122,286.33	\$ 127,607.45	\$ 133,101.05	\$ 138,664.31
Total Costs (Fixed + Variable Costs)	\$ 186,445.80	\$ 210,321.15	\$ 214,742.82	\$ 219,056.33	\$ 227,753.36	\$ 236,599.05	\$ 246,009.22

Costs detailed in the line items for Wages and benefits shall be entirely used for wages and benefits for employees and maybe subject to an audit by the City of Santa Rosa.

**SUPPLIMENTAL VEHICLES CHARGE
FOR PARATRANSIT OR DEVIATED_FIXED ROUTE
REQUIRED PROPOSAL WORKSHEET**

ADDITIONAL VEHICLE PROPOSAL

TYPE OF VEHICLE USED	MODEL YEAR	DEPRECIATED VALUE	RATE PER SERVICE HOUR	TOTAL HOURS	TOTAL ANNUAL CHARGE
a. CUTAWAY	2015	\$ 11,524.42	\$ 20.32	96	\$ 1,950.29
b. VAN	NA				
c. SEDAN	NA				

Note: Pricing for cutaway based on current vehicle used as a backup.

Line Item Detail Mapping

Fixed Costs	
Management Wages	Wages for Division Manager, Safety Training Manager, Accounting Manager
Management Benefits	Payroll Tax, Worker's Comp, medical benefits, life insurance, 401K for Management Staff
Dispatcher/Scheduler/Clerical Wages	Wages for Dispatchers and Road Supervisors
Dispatcher/Scheduler/Clerical Benefits	Payroll Tax, Worker's Comp, medical benefits, life insurance, 401K for Dispatchers and Road Supervisors
Evaluator Wages	Wages for Evaluator
Evaluator Benefits	Payroll Tax, Worker's Comp, medical benefits, life insurance, 401K for Evaluator
Office Supplies	office supplies, mailing and messenger service
Trapeze ASP Server Lic.	Trapeze monthly expenses (hosting, PASS, MON, Viewpoint, DriverMate), tablet date plan and SoTi, Drive Cam Mgmt Fee
Telephone System	telephone system
Shop Tools	Shop tools and depreciation of large shop equipment
Office Equipment	Voice/data cabling, network equipment, desktops and laptops, tablets, wall monitors, printers
Facility Costs	Rent, Real Property Taxes, Building Maint & Repairs, Utilities, Security, Personal Property Taxes, Landscaping, Janitorial Services
Telephone/Radio Expenses	Phone and Internet HW & Repairs, Phone Allowances
Interest	Interest on capital expenditures that MV pays for upfront, but recoups the cost through invoices over time. Interest on working capital for expenditures that occur (like wages and other costs) that MV incurs while operating the service, but payment isn't rendered until 30 days after invoice (i.e. net 30), which on average this is 45 days after service is rendered.
Insurance	Liability (auto liability, claims, collision repair)
Management Fee and Profit	corporate overhead and profit.
Variable Costs	
Paratransit Operator Wages	Driver wages covering revenue hours, pre trip, post trip, dead head, stand-by, overtime, training, safety meetings, safety bonus)
Paratransit Operator Benefits	Payroll Tax, Worker's Comp, medical benefits, vacation, holiday, sick time, life insurance, 401K for drivers
Vehicle Maintenance Costs	Tires, towing, parts, supplies, bus washing, majors, lubricants for revenue vehicles. Vehicle licences, auto glass replacement, support vehicle expenses,
Recruitment and Training Costs	Safety Certificates, employee welfare, drug and alcohol testing, background checks
Physicals	Employee Physicals
Uniforms	Driver and Maintenance uniforms
Maintenance Wages	Wages for Shop Manager, A Mechanic, C Mechanic, Utility
Maintenance Benefits	Payroll Tax, Worker's Comp, medical benefits, life insurance, 401K for Maintenance Staff